

END USER LICENSE AGREEMENT

Between you, the user of this software product (the " Software") and us, EASYSIGN B.V., a company established under the laws of the Netherlands, with its principal office at Melkweg 5, 5527 CZ Hapert, the Netherlands.

NOTICE:

BY INSTALLING OR USING THE SOFTWARE, YOU ACCEPT AND SHALL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (THE "EULA").

ARTICLE 1: LICENSE

- 1.1 Subject to the terms and conditions set forth in this EULA, we grant you the following rights:
- A) If you have obtained a trial version of the Software: a non-exclusive and non-transferable right to install and use the Software on a single computer and for a period of thirty days;
 - B) If you have purchased the Software on a perpetual license basis: a perpetual, non-exclusive and non-transferable right to use the Software on a single computer;
 - C) If you have purchased the Software on a subscription license basis: a non-exclusive and non-transferable right to install and use the Software on a single computer and for the period as specified in your purchase order and shall be automatically renewed for subsequent identical (or otherwise specified) periods, unless terminated by either Party upon an online cancellation before one day prior to the expiration of the then current term;
 - D) If you have purchased the Software on a prepaid license basis: a non-exclusive and non-transferable right to use the Software on a single computer and for the period as specified in your purchase order.
 - E) If you have purchased the Software on the basis of an education license, a non-exclusive and non-transferable right to install and use the Software on the number of computers and for the period as specified in your purchase order and for educational purposes only.
 - F) If you have purchased the Software including Maintenance: a non-exclusive and non-transferable right to download and install the Software on each computer covered by said Maintenance (Article 5) and for the period as specified in your purchase order.
- 1.2 If the Software has been purchased and installed on a 'computer locked' basis, you may only use the Software on the computer on which you first installed the Software. You are prohibited from and not allowed to transfer or have transferred the Software from such computer to another computer.
If the Software has been purchased and installed on a 'USB dongle locked' basis, you may only use the Software on a single computer to which said USB dongle is attached.
- 1.3 If you have purchased the Software on a 'computer locked' basis, you will bear the risk of loss, theft or damage to the computer and changes made to either the computer hardware or installed operating system, meaning that you can no longer use the Software. As a result you will need to purchase a new license for the Software. If you have purchased the Software on a 'USB dongle locked' basis, you will bear the risk of loss, theft or damage to the USB dongle, meaning that you can no longer use the Software. As a result you will need to purchase a new license for the Software.
- 1.4 Prices of renewed subscriptions are automatically updated to the actual prices at the moment of renewal. 30 days before automatic renewal of the subscription an

email will be sent to the you, informing you about the renewal and the possibility of cancellation.

- 1.5 You may not (nor may you permit any third party to):
- (i) permit a third party to use the Software either on such third party's own account or on behalf of or for the benefit of any other third party;
 - (ii) modify or adapt the Software in any way and/or translate, reverse engineer, decompile, disassemble or create derivative works of the Software;
 - (iii) alter or remove our copyright, trademarks or any other proprietary or restrictive notices or legends contained or included in or to the Software, documentation and other materials provided with the Software;
 - (iv) modify, adapt, translate or create derivative works based on our written materials without our prior written approval.
- 1.6 Upon reasonable notice, you shall grant us, or a third party appointed by us, such access to your premises and systems as may be necessary to verify that you are complying with the terms and conditions of this EULA.

ARTICLE 2: IMAGES

- 2.1 The Software contains images which are owned by us. You are free to use, modify and publish these images, subject to the restrictions set forth in this clause.
- 2.2 You may incorporate any image(s) into your own original work and publish, display and distribute your work in any application;
- 2.3 You may not:
- (i) rent, lease, resell, sub-license, lend or otherwise make the images available for use or distribution separately or detached from your own original work.
 - (ii) create scandalous, obscene, defamatory or immoral works or use our images for any other purpose which is prohibited by law;
 - (iii) use or permit the use of our images or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the images or any part thereof; and
 - (iv) use the images in electronic format, on-line or in multimedia applications unless the images are incorporated for viewing purposes only and no permission is given to download and/or save the images for any reason.

ARTICLE 3: LIMITED WARRANTY AND LIABILITY

- 3.1 We warrant that the media and other tangible products (CD-Rom(s) and/or other media on which the Software is recorded) delivered by us are free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of delivery to the original purchaser, as evidenced by sufficient proof of purchase.
- 3.2 During the warranty period, we shall at our expense replace defective media and other tangible products returned to us (postage prepaid) together with sufficient proof of purchase. Such replacement shall be warranted for the remainder of the original warranty period or thirty (30) days, whichever is the longest.
- 3.3 EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE, WE MAKE NO OTHER WARRANTY WHATSOEVER AND DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO OUR SOFTWARE (AND THE IMAGES INCLUDED THEREIN), HARDWARE AND SERVICES, INCLUDING WITHOUT LIMITATION TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, MERCHANTABILITY, CORRECTNESS, ACCURACY, RELIABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 3.4

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, OR OTHERWISE, SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, EVEN IF YOU HAVE BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

- 3.5 IN THE EVENT THAT, NOTWITHSTANDING THE TERMS OF THIS LIMITED WARRANTY, WE ARE FOUND LIABLE, OUR ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS EULA SHALL NOT EXCEED THE LOWER OF (i) AN AMOUNT EQUAL TO THE PURCHASE PRICE OF THE PRODUCT THAT CAUSED THE DAMAGE OR (ii) EURO 5.000.
- 3.6 ANY WARRANTY MADE BY US HEREUNDER IS SUBJECT TO YOUR COMPLIANCE TO THE TERMS AND CONDITIONS OF THIS EULA.

ARTICLE 4: TITLE AND INTELLECTUAL PROPERTY

- 4.1 You acknowledge that the Software (including the images contained in the Software) is proprietary to us and that all title to the Software and images shall remain in us. Any and all intellectual property rights relating to the Software and images, including but not limited to, issued or registered patents, patent applications, trademarks, service marks, trade secrets, copyrights, database rights and know-how, are owned by us or our third party supplier(s).

You shall not claim any ownership interests in and to any of our or our third party supplier's intellectual property rights, nor shall you contest or assist in contesting our or our third party supplier's rights, title and interest in and to such intellectual property.

- 4.2 If any claim is brought against you alleging that the use of the Software or a particular image infringes any intellectual property right of a third party, you shall notify us in writing of such claim within five working days after your receipt of the claim. We shall have the right, but not the obligation, to defend you at our expense against such claim or, at our option, settle the dispute. If we decide to defend you against such a claim, we shall indemnify you against any costs and liabilities arising from the defense or settlement of such claim or action. The foregoing states our entire liability and your only remedies in respect of infringement of the intellectual property rights of any third party.
- 4.3 We shall have no liability for any infringement of third parties' intellectual property rights resulting from: (i) the use of the Software in combination with other software or items, unless we sold, made or expressly recommended or approved such use as a combination in writing; or (ii) modification of the Software after delivery, unless we made, expressly recommended or approved the modification in writing.

ARTICLE 5: MAINTENANCE AND SUPPORT

- 5.1 If you have concluded a maintenance agreement with us, we shall provide improved versions of the Software to you when they become available. We shall no longer be required to provide maintenance or helpdesk support regarding an old version three months after an improved version becomes available.
- 5.2 If you have concluded a maintenance agreement with us, you shall be entitled to helpdesk support, consisting of limited online technical support during business hours on working days.
- 5.3 Each single maintenance agreement covers either a single computer or a single USB dongle.

ARTICLE 6: TERMINATION

- 6.1 Notwithstanding any other remedy that may be available to a party under applicable law with respect to such event, any of the following events shall permit us to immediately terminate the EULA by written notice:

- (a) your material breach of the EULA, which, when capable of remedy, is not cured within 30 days after written notice;
 - (b) you are insolvent or unable to pay your debts as they fall due; you seek to be declared bankrupt or granted suspension of payments or similar relief under a legal procedure, or you are subject to such a procedure; you cease to function as a going concern or to conduct your operations in the normal course of business;
 - (c) any transfer by you, voluntarily or involuntarily, by operation of law or otherwise, of any substantial ownership interest in your company, or any substantial change in the management of your company, which in our sole opinion adversely affects our interests.
 - (d) any attempt by you to transfer or assign this EULA or any of the rights or obligations hereunder to third parties without our written approval;
- 6.2 Termination of this EULA shall not affect any rights and obligations of you and/or us accrued prior to such termination.
- 6.3 We shall not be liable for any loss or damage of whatever kind or nature suffered or incurred by you as a result of our termination of the EULA under clause 6.1.
- 6.4 Upon termination of this EULA, you shall immediately cease to use the Software, and images and shall submit to us, within ten (10) working days from the date of termination, all physical media containing the Software, documentation and any other materials provided to you under this EULA. We shall confirm in writing the receipt of the materials returned under this clause 5.4. In the absence of such confirmation, the materials shall not be considered to have been returned.

ARTICLE 7: MISCELLANEOUS

- 7.1 We shall have the right to transfer any and all of our rights and obligations hereunder to any third party and, to the extent necessary, you hereby explicitly agree with such transfer. You shall further provide any reasonable assistance necessary to effect any transfer of our rights and/or obligations.
- 7.2 You shall treat the Software and any know-how related thereto as confidential. You shall not disclose any confidential information provided to you under the EULA to any third party. You may only disclose confidential information to such of your employees, agents or representatives who have a need to know and are bound by confidentiality obligations at least as protective to our interests as your obligations hereunder.
- 7.3 The EULA shall be governed by the laws of the Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall be excluded.
- 7.4 In the event of litigation regarding the EULA, all costs and expenses of the prevailing party, including reasonable legal fees and expenses of litigation, shall be reimbursed by the other party upon demand and shall be recoverable by the prevailing party in such litigation, even if such costs exceed the estimation of such costs, as made by the judge on the basis of the Dutch Code of Civil Procedure.
- 7.5 All disputes resulting from the EULA shall exclusively be brought before the competent court in 's-Hertogenbosch, the Netherlands.

Any questions concerning this EULA should be addressed in writing to EASYSIGN at the address mentioned above.