

## END-USER LICENCE AGREEMENT FOR SIGNOTEC SOFTWARE

(‘LICENCE AGREEMENT’)

Last updated: March 15<sup>th</sup>, 2024

### NOTES PRIOR TO INSTALLATION

Read the following Licence Agreement carefully before you use the software.

Please also read the program documentation or program description and/or any notes regarding the program before beginning installation. This will allow you to determine whether the program is compatible with the destination system (such as computer, server, operating system) and whether there are any known issues or incompatibilities. You can find this documentation on our website at <https://en.signotec.com>. If you are in any doubt, please contact our Service Team on +49 210253575-10 or at [info@signotec.de](mailto:info@signotec.de) before proceeding with the installation.

We would explicitly advise you to back up your data and your operating system prior to installing new software on your system as a precaution against any potential loss of data. If you have not yet backed up your data, we would strongly advise you to abort installation, back up your data and then restart the installation process.

In order to conclude the signotec Software Licence Agreement, you must be a natural or legal person, a legal entity under public law or a special fund under public law. signotec does not conclude contracts with consumers (§ 13 BGB [German Civil Code]).

By running the software or clicking the button in the Licence Agreement window to confirm your agreement with its terms, you declare that you are a natural or legal person, a legal entity under public law or a special fund under public law and therefore not a consumer (§ 13 BGB) and that you accept this Licence Agreement, either on your own behalf or on that of your company and assume full responsibility for all obligations applicable to end users in accordance with the terms of this Licence Agreement.

Similarly, by running the software or clicking the button in the Licence Agreement window to confirm your agreement with its terms, you declare that you accept the terms and conditions of this Licence Agreement without reservation. Doing so shall lead to your gaining the right to use the software in accordance with the terms of this Licence Agreement.

**IF YOU DO NOT CONSENT TO THE TERMS OF THIS LICENCE AGREEMENT, OR IF YOU ARE NOT A NATURAL OR LEGAL PERSON, A LEGAL ENTITY UNDER PUBLIC LAW OR A SPECIAL FUND UNDER PUBLIC LAW, YOU MUST ABORT THE INSTALLATION AND/OR REMOVE THE SOFTWARE.**

## [SECTION A] – GENERAL PROVISIONS

### 1. Definitions

- 1.1. 'Software' means the software described in the User Manual, the materials included within the scope of delivery or belonging to it, and any updates.
- 1.2. 'Rights Holder' (the holder of all exclusive or other rights to the Software) means the company signotec GmbH, which is constituted according to the law of the Federal Republic of Germany.
- 1.3. 'Computer' means the operating system, virtual machine or hardware, including the workstation, the mobile device or the server on which the Software is intended to be used and/or on which the Software is to be installed and/or used.
- 1.4. 'User' means a user account, or account for short, and is an access authorisation to access-restricted software. Typically, a user must authenticate themselves by means of a user name and password when logging in ('named user'). Alternatively, the number of users defines the maximum number of concurrent users that may access a software ('concurrent user').
- 1.5. 'Signature Pad' means external hardware for signature digitisation using a sensor, including input devices such as pens. This also includes monitors and/or monitor extensions with pen input, so-called 'pen displays'. Software including a user licence is required to use the Signature Pads. The free use of some software products is restricted in accordance with Section A Clause 5.2.
- 1.6. 'End User' (you) means one or several natural or legal persons, legal entities under public law or special funds under public law which install or use the Software on their own behalf or on that of a company, or which use a copy of the Software in accordance with the law. Alternatively, where the Software has been downloaded or installed on behalf of an organisation, such as an employer, the term 'you' also means the organisation on whose behalf the Software is downloaded or installed. Agreeing with these terms constitutes a declaration that such an organisation has authorised the individual accepting this Agreement to do so on its behalf. Within the meaning of this Licence Agreement, the term 'Organisation' encompasses, without limitation, any partnership, GmbH (Limited Company), Gesellschaft (company), Vereinigung (association) Aktiengesellschaft (corporation – AG), Treuhandgesellschaft (fiduciary company), Gemeinschaftsunternehmen (cooperative), Arbeitsorganisation (labour organisation), unregistered organisation or state body.
- 1.7. 'Partner' means an organisation or entity which distributes the Software on the basis of a contract with the Rights Holder.

- 1.8. 'Update(s)' means improvements, patches and/or modifications for the Software.
- 1.9. 'Expansions' to the Software means additional Software components and services provided by the Rights Holder which expand the functionality of the Software and can be used in conjunction with or independently of the Software, and for which a new licence may be obtained, or for which the existing licence may be expanded. Some Expansions are provided free of charge. Others are chargeable or provided as part of a software maintenance agreement (Annual Maintenance Subscription – AMS). You are entitled to view additional information on these Expansions before acquiring them.
- 1.10. 'User Manual' means the instruction manual, the instructions for administrators, (technical) documentation, a reference work and similar explanatory or other materials.
- 1.11. The 'Licence Certificate' is a document which is sometimes provided to the End User or which contains both an activation code and additional information regarding the licence.
- 1.12. 'Online Service' means systems which are provided by signotec and can be used as a service via the Internet (also referred to as "Software as a Service").
- 1.13. 'Working day' means all weekdays from Monday to Friday, excluding national holidays.

## **2. Granting of licence**

- 2.1. You shall receive a non-exclusive licence to use the Software within the scope of functionality described in the User Manual or on the Rights Holder's website, insofar as you comply with the technical requirements, restrictions (use restricted in accordance with Section A Clause 5.2) and terms of use set out in this Licence Agreement.
- 2.2. If you have received, downloaded or installed a trial version of the Software, and if you have therefore been granted a trial licence for the Software, you may use the Software from the date of installation of the trial version for evaluation purposes only and, unless otherwise indicated, for the applicable trial period only. Any use of the Software for other purposes or beyond the applicable trial period is strictly forbidden.
- 2.3. Each licence acquired entitles you to install and use the Software on this number of computers and/or this number of user accounts or a volume of use in accordance with the terms agreed at the time at which the licence was acquired, unless a completely different provision is stipulated in the terms of

the licence or in written agreements with the Rights Holder or its Partners – for example individual royalty-free licences.

- 2.4. You have the right to make backup copies of the Software solely for backup purposes, and only to replace copies which are lawfully in your possession. This shall apply, for example, in the event that such a lawfully held copy is lost, destroyed or is no longer usable. These backup copies may not be used for other purposes and must be destroyed if you lose the right to use the Software, or if your licence expires or is terminated for any reason whatsoever.
- 2.5. You may transfer the non-exclusive licence to use the Software to other entities within the terms of the licence granted to you by the Rights Holder, provided that the recipient agrees to all the provisions of this Licence Agreement and/or consents to represent you in all respects relating to the licence granted by the Rights Holder. In the event that you transfer in full the right to use the Software as granted by the Rights Holder, you must destroy all copies of the Software, including backup copies, or hand them over to the recipient. If you are the recipient of a transferred licence, you must agree to abide by all the terms of this Licence Agreement. If you do not agree entirely with the terms of this Licence Agreement, you may not install and/or use the Software.
- 2.6. Following the activation of the Software, you shall only receive Updates free of charge from the Rights Holder or its Partners, along with priority technical support by telephone and e-mail if you have concluded a valid software maintenance agreement (Annual Maintenance Subscription) and this contract is active at the time of the Update or support incident. Statutory warranty claims shall remain unaffected by this provision.
- 2.7. The use of the following software products is subject to the conclusion of a software maintenance agreement (AMS). The use of these software products without such a maintenance agreement is not permitted.

Software products affected:

- signotec signoSign/Universal
- signotec signoSign/mobile for Android
- signotec signoSign for Apple iOS
- signotec signoSign for Android
- signotec Biometrie- and RSA-Tools
- signotec signoAPI for Android
- signotec signoAPI for Apple iOS
- signotec signoAPI Mobile Capture Interface
- signotec signoSign/2 Mobile Capture Plug-In
- signotec signoSign/2 Smartcard Plug-In
- signotec signoSign/2 DATEVconnect Plug-In

- 2.8. If an Update is released for the Software, you may carry out the Update exclusively on licensed systems on which the Update is permitted to be installed. Even where an Update is chargeable, this does not entitle you to expanded use of the licence. Hence the Update may not be used, for example, on more than the stipulated number of licensed computers, Users or Signature Pads unless agreed in writing with the Rights Holder or its Partners.
- 2.9. To the extent that the Software makes use of other software or builds upon such software, the relevant licensing terms and terms of use shall apply. The Rights Holder cannot offer any support or warranty in relation to products produced by third-party manufacturers.
- 2.10. The Rights Holder shall make only the latest version of the Software concerned available for download. Once a version has been downloaded, there shall be no automatic right to expect the Software owner to make that version available again in future. You are solely responsible for backing up the installation packages associated with any Software versions you may acquire.

### **3. Activation and term of licence**

- 3.1. With payment of the cost of the licence and provision of the licence key, you declare your agreement that the Software product may not be returned or exchanged. Retrospective return or exchange of the Software shall be permitted only by written agreement with the Rights Holder or its Partners. Claims arising from the warranty are not affected by this provision.
- 3.2. If you make changes to your computer or to third-party software installed on it, the Rights Holder may request that you update and/or re-activate the Software. The number of times the Software can be re-activated can be limited by the Rights Holder.
- 3.3. If you have acquired a time-limited licence, the Software may be used following your acceptance of this Licence Agreement for the period of time stated at the time the licence is acquired. You must acquire a new or extended licence in order to continue using the Software beyond this period.
- 3.4. If the licence is time-limited and associated with a licence certificate, the period during which the Software may be used will be stated on the certificate.
- 3.5. If a subscription is in force, the usage period for the Software will be stated when the subscription is taken out, along with any additional terms and restrictions.
- 3.6. If you have received the Software from the Rights Holder for trial purposes, details of the period during which the Software may be used and the functionality included in the Software shall be stated in the relevant section of the Rights Holder's website. You will be notified of these details when the trial

version is delivered to you. Use of the Software beyond the trial period is not permitted.

- 3.7. In the event that you have acquired a trial licence/version, you hereby accept that the product may only be used for a limited period of time, that some functionality may be restricted, and that the product may be subject to further restrictions in comparison to a full version not supplied for trial purposes. Software products for trial purposes shall be delivered in their CURRENT state at all times; the Rights Holder shall not assume any warranty, liability or other obligations in respect of such trial versions of the Software.
- 3.8. Following the expiry of the agreed usage period the functionality of the Software will be restricted and/or access to the Software may be blocked.
- 3.9. If you have acquired a time-limited software licence, you will be notified of its period of validity by the Rights Holder. This period will also be stated on the Licence Certificate (where such a certificate exists) and/or displayed in the Software itself.
- 3.10. Where you have acquired a Software licence which requires online activation, you must ensure that an Internet connection is established at regular intervals in order that the licence information and terms may be checked. Where, in exceptional circumstances, no Internet connection can be established within the required period, it is possible to activate the software licence manually offline by contacting the Rights Holder. For more information, please contact the Rights Holder or its Partners. Should you fail to validate the licence within the period set by the Rights Holder, this may lead to the licence and, by extension, the functionality of the Software, being blocked.
- 3.11. The Rights Holder reserves the right to check that you are in possession of a licensed copy of the Software in order to ensure you are permitted to use the Software. Where the Rights Holder attempts to carry out such checks and cannot perform them within a set period determined by the Rights Holder, the Software will work with reduced functionality, or access to the Software will be blocked.

#### **4. Technical support**

- 4.1. Technical support will be provided to you in accordance with the relevant provisions, if the latest software Update has been installed (provided that you are not using a trial version of the Software). Licences with an active software maintenance agreement (Annual Maintenance Subscription) are excluded from this provision. This provision does not affect statutory warranty.
- 4.2. You will find details of how to request technical support and the rules governing the provision of such support at <https://en.signotec.com>.

## 5. Restrictions

- 5.1. You may not emulate, clone, rent, loan, lease, sell, modify, decompile, reverse-engineer or disassemble the Software, nor derive works based on the Software or any part thereof, except where you have a right granted by applicable legislation and from which there is no possibility of withdrawal. You may not convert any part of the Software into a human-readable form in any other way or transfer the licensed Software or any part of the licensed Software, or allow any third party to do so. Neither the binary code nor the source code of the Software may be used or reverse-engineered in order to recreate the program algorithm. The program algorithm is proprietary. All rights not explicitly granted in this document shall be retained by the Rights Holder and/or its suppliers as applicable. Any such unauthorised use of the Software may lead to the immediate and automatic termination of this Licence Agreement and of the licence granted under the Agreement, as well as to the initiation of criminal or civil proceedings against you.
- 5.2. The use of the following software products under this Licence Agreement is permitted free of charge, provided that the End User does not use more than 50 Signature Pads. According to this, End Users are all affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG), meaning that the total number of Signature Pads used in the group of companies shall be decisive. If an End User exceeds the maximum limit of 50 Signature Pads used in the group of companies through additional purchases or in any other way, whether for its own account or through third parties, it must conclude a supplementary licence agreement with the Rights Holder.

Software products affected:

- signotec signoPAD API Windows
- signotec signoPAD API Java
- signotec signoPAD API Linux
- signotec signoPAD API/Web Windows
- signotec signoPAD API/Web Linux
- signotec WebSocket Pad Server Windows
- signotec WebSocket Pad Server Linux
- signotec WinTab Driver
- signotec signoPAD Tools

- 5.3. You may transfer the right to use the Software to a third party only in accordance with the provisions set out in Section A Clause 2.5 of this Licence Agreement.
- 5.4. If you have been provided with an activation code, you may not disclose this to any third party or allow any third party to access the activation code except in the event of a transfer of the User Licences permitted under Section A Clause 2.5 of this Licence Agreement, as the activation code is confidential data of the Rights Holder. Furthermore, you are obliged to ensure that the confidential nature of the activation code is appropriately protected. You shall

be held responsible for ensuring your activation code remains confidential throughout the period during which you use the software.

5.5. You may not rent, lease or loan the Software to any third party.

## **6. signoSign/Universal Cloud (Online Service)**

- 6.1. The terms and conditions contained in this clause apply to users of the signoSign/Universal Cloud as an online service.
- 6.2. Please note that any use beyond the usual extent is not permitted. Unless otherwise agreed, the Online Service is designed for a maximum of 200 simultaneous documents, 30 simultaneous workflows and 100 signatures per month per licensed user. The Rights Holder is entitled to terminate the contract without notice if the load on the infrastructure regularly exceeds the level of normal use. Usually, excessive usage is deemed to exist if the usual usage is exceeded by 10% on an annual average. The period under consideration is usually 01.01. - 31.12. of a calendar year. This right of termination presupposes that the Rights Holder has notified the Customer of the excessive usage in text form and that the Customer has not ceased the excessive usage within two weeks of receipt of the notification or has reached a contractual agreement with the Rights Holder regarding excessive usage. Further rights of the Rights Holder in the event of excessive usage in breach of contract shall remain unaffected.
- 6.3. signotec shall handle all essential communication processes (including those relevant to the contract) via e-mail. The user undertakes to provide his own valid e-mail address upon conclusion of the contract and to retrieve this regularly as well as to inform signotec immediately of any changes to his e-mail address.
- 6.4. You are fully responsible for all activities that occur under your user account and ensure that use of the Software is only for lawful purposes and in accordance with this Agreement and any other applicable signotec terms, policies or rules.
- 6.5. You will keep your login information (e. g. passwords, integration keys, private RSA keys, OAuth client secrets, or similar) confidential and not disclose them to any third party. If you believe that your credentials have been obtained by another person or that your account has been used in an unauthorised manner, you agree to notify us immediately.
- 6.6. For all calls to the API and when requesting access tokens ('instance tokens') required for further calls to the API, refer to an authentication issued to you as an approved licensee.
- 6.7. As a system integrator, you will provide the signotec content to your customers on an "as is" basis, with disclaimers at least equal to those

contained in the contractual documents with signotec.

- 6.8. If your integration collects information from or about end users or their devices through the API, you will ensure that it is collected and used in accordance with all applicable laws, industry standard security practices and a privacy policy that you (i) provide to the individuals from whom information is collected and (ii) comply with.

In conjunction with this agreement and your use of the software, you will **not**, and will **not** permit others to, do the following:

- 6.9. sell, rent, loan, share, transfer or sublicense the API, API materials, integration keys or access thereto;
- 6.10. advertise products, services or materials that primarily constitute, promote or are used to trade in the following: Spyware, adware, viruses or other malicious programs or codes, counterfeit goods, items subject to an EU embargo, hate materials or materials inciting terrorist or violent acts, goods made from protected animal/plant species, recalled goods, hacking/surveillance/tapping/decryption devices, cigarettes, illegal drugs and paraphernalia, unlicensed sales of prescription drugs and medical devices, pornography, prostitution, body parts and bodily fluids, stolen products and items used in theft, fireworks, explosives and dangerous materials, government-issued identification, police-issued items, unlicensed trading in stocks and securities, gambling items, professional services regulated by government licensing schemes, non-transferable items such as airline tickets or tickets to events, unpackaged food, weapons and accessories;
- 6.11. transmit viruses, malware or other computer programs that may damage, adversely affect, surreptitiously intercept or expropriate any system or data;
- 6.12. create the appearance, or permit another person to create the appearance, that signotec content is available on a third-party website;
- 6.13. remove, obscure or alter any signotec terms or any links to or references to these terms;
- 6.14. extract data elements from the signotec content unless this is necessary to support your integration;
- 6.15. use the API other than on the agreed billing method (i. e. you will not allow your users to access the signotec content in bulk and in derogation of the licence condition or service package);
- 6.16. make more calls than permitted or calls to the API that are not permitted under our applicable policies or violate any other restrictions in this agreement;

- 6.17. create web pages or embed content provided by signotec servers unless you have obtained our prior express permission;
- 6.18. damage, disable, overload or impair the software or otherwise interfere with the use of the software by others;
- 6.19. violate any restrictions on embargoed countries or applicable export laws or regulations, including but not limited to granting access to or use of the software to persons on restricted country lists.
- 6.20. access the software to monitor availability, performance or functionality, or for other benchmarking or competitive purposes;
- 6.21. use the Software or the information derived therefrom to train, calibrate or validate, in whole or in part, other systems, programs or platforms, or for benchmarking, software development or other competing purposes, or use the Software for any other purpose not covered by the purposes defined in Section 4 above.

As a **system integrator**, you will also have the following responsibilities:

- 6.22. Your application should never cause signotec to give an error response (status codes outside the range 200-299). Your application should log a warning for each error response from signotec and each should be investigated to determine the root cause and correct the problem.
- 6.23. Applications that want updated status information from signotec must request it ("polling"). signotec generally supports polling with the following restrictions:
  - a) You should not check the status of a document loaded in a viewer instance more often than every 60 seconds.
  - b) You should not check the status of shared documents in the database more often than every 15 minutes.
- 6.24. Your application should achieve its goals with as few API calls as possible. Using multiple API calls when one call can achieve the same result wastes resources, consumes your account budget faster and takes longer.
- 6.25. Your application should not create unused or unnecessary objects within the software. For example, tokens and viewer instances should only be created when they are actually needed and used.
- 6.26. Generate only as many instance tokens and viewers as are actually needed. Creating unused tokens and viewers wastes resources and consumes your account budget faster.

- 6.27. Do not generate more than one (1) instance token per user or session. Creating unused tokens wastes resources and consumes your account budget faster.
- 6.28. Delete instance tokens and viewers as soon as they are no longer needed, e. g. as soon as all required signatures have been captured and the document is no longer being processed for the time being. Keeping unused tokens and viewers wastes resources and consumes your account budget faster.
- 6.29. Information on the **blocking of user accounts**:

signotec reserves the right to block your access to the software if you violate any terms of this agreement. Blocking without notice and without observing a waiting period is possible in particular if

- a) the user has given cause for termination of the contractual relationship without notice (e. g. repeated default of payment),
- b) a threat to the services of signotec is imminent,
- c) there is a threat to the availability of the services due to the user's behaviour or
- d) a threat to public safety is imminent,
- e) the user misuses the services to interfere with signotec's or third parties' security devices,
- f) in the event of misuse of the services and functions,
- g) in the event of violations of laws, in particular EU law,
- h) in the event of breaches of signotec's data protection regulations,
- i) in the event of breaches of licence conditions of signotec or third parties, or
- j) in other cases of violations of these terms and conditions, the GTC or other agreements with signotec.

**Availability** information:

- 6.30. signotec shall provide the services with a system availability of 99.5 % on an annual average. The availability is calculated on the basis of the time allotted to one year minus the maintenance times defined below and minus the times of disruption of business operations defined below.

a) Maintenance times

signotec is entitled to carry out maintenance work for 2 hours per month in the period from 8:00 p.m. – 4:00 a.m. (CET/CEST). During the maintenance work, the services may not be available.

b) Disruption of business operations

Interruptions to business operations are interruptions to accessibility due to disruptions in the area of third parties over which signotec has no influence, as well as interruptions due to force majeure and short-

term interruptions to operations that are necessary to prevent or avoid concrete threats due to possible misuse by third parties (so-called exploits) (e. g. through updates).

## **7. Restricted warranty and exclusion of liability**

- 7.1. Unless otherwise agreed in writing, the functionality of the Software should correspond to the description in the User Manual, provided all system requirements for the version concerned are met and the latest software Updates have been installed, unless you cannot be reasonably expected to install and use the latest Update.
- 7.2. Beyond the statutory warranty, the Rights Holder does not give any guarantee of availability in respect of any of the features of the Software described in the User Manual.
- 7.3. The Rights Holder does not provide any guarantee of full functionality of the Software in the event that a defect affecting the Software can be ascribed to devices or software not delivered by the Rights Holder.
- 7.4. Some Software features can be provided by means of access to or use of third-party services as described in this Licence Agreement and/or the User Manual. The Rights Holder accepts no responsibility for such third-party services. In addition, you declare that the Rights Holder shall not be held liable for losses or damage of any kind associated with your use of third-party services.
- 7.5. The Software is provided with the Rights Holder's standard settings. You shall be solely responsible for configuring the Software according to your own requirements and in compliance with any legal or country-specific statutory requirements as may be applicable.
- 7.6. The Rights Holder does not provide any assurances regarding the use or performance of the Software. Beyond the statutory warranty, the Rights Holder and its Partners do not grant any guarantees, assurances, stipulations or conditions (of an explicit or implied nature, resulting from a commercial relationship or trade practice derived from statutory, common law or other provisions) in relation to any situation whatsoever, including (but not limited to) non-breach of third-party rights, saleability, satisfactory quality, integration or usability for a specific purpose. You shall bear the full risk of any disruption and the full risk in respect of performance as well as responsibility for the choice of the Software with a view to obtaining your desired outcomes. You shall also bear full responsibility for the installation and for the use of the Software and the outcomes obtained through its use. Without limitation of the preceding provisions, the Rights Holder makes no assurances and gives no guarantee or promise that the Software is free of errors, interruptions or other disruptions, or that the Software will fulfil any or

all of your requirements, irrespective of whether they have been disclosed to the Rights Holder.

- 7.7. Unless otherwise agreed in writing, the Rights Holder reserves the right to alter the product without notice, where such alteration does not adversely affect the overall functionality of the Software.
- 7.8. The Rights Holder does not warrant that the program shall function as intended on a device on which further software is installed which may affect the program's proper functioning, or whose proper functioning may be affected by the program. Such errors which affect the program's compatibility with other programs and/or program versions which have been declared to be compatible with the specifications for the program version concerned, as published by signotec, are exempted from this provision. Specifically, signotec does not guarantee the functionality of the program within future versions of operating systems, or the program's compatibility with future versions of programs supplied by other companies.
- 7.9. The Rights Holder is not obliged to release Updates or upgrades for the program. This is done voluntarily at the discretion of the Rights Holder or its Partners. Unless a software maintenance agreement (Annual Maintenance Subscription) has been concluded, the User shall have no right to rectification of defects concerning Updates or upgrades released voluntarily and free of charge by the Rights Holder following the expiry of the warranty period stated in Clause 6.10. Moreover, in the event of any problems the End User is advised to restore the program version which was installed prior to the Update within the program environment in which the program is running.
- 7.10. All claims under warranty shall expire after 12 months from the date of the invoice.

## **8. Exclusion of liability and restrictions of liability**

- 8.1. The Rights Holder shall be liable without restriction for intent and gross negligence.
- 8.2. For simple negligence, the Rights Holder shall be liable – except in the case of injury to life, limb or health – only if essential contractual obligations (cardinal obligations) are violated. Liability is limited to the foreseeable damage typical for a contract of this kind.
- 8.3. Liability for indirect and unforeseeable damages, loss of production and use, loss of profit, loss of savings and financial losses due to claims by third parties, is excluded in the case of simple negligence – except in the case of injury to life, limb or health.
- 8.4. Any further liability other than that provided for in these terms and conditions shall – without regard to the legal nature of the asserted claim – be excluded. However, the foregoing limitations and/or exclusions of liability shall not apply

to any no-fault liability prescribed by law (e.g. under the Product Liability Act) or to liability arising from a no-fault warranty.

- 8.5. If liability according to Clauses 7.2 to 7.3 is excluded or limited, this shall also apply to personal liability on the part of the employees, staff, representatives, executive bodies and vicarious agents of the Rights Holder.
- 8.6. The Rights Holder is not obligated to ensure for you or the program user the legal permissibility and suitability of the use of the program and/or hardware in connection with electronic signatures. You or the respective user are solely responsible for this. The Rights Holder is therefore not liable for the consequences of any use of the program that is not in accordance with the respective contractual and legal provisions. Regarding products for electronic signature, the above provisions shall apply in particular where, for legal reasons the electronic form is not sufficient to make a declaration or document effective.

The provisions below shall apply to the extent permitted by law, unless otherwise agreed in writing and subject to/irrespective of unlimited and unrestricted liability in cases of intentional acts:

- a) The Rights Holder and its Partners shall not be held liable under any circumstances for any specific or incidental damage, punitive additional penalty in connection with compensation, indirect or consequential damage (including, but not limited to, damage resulting from loss of profits or confidential or other information; for interruption of business activities; for loss of privacy; for corruption, damage and loss of data or programs; for failure to fulfil an obligation including any statutory obligations, the duty to act in good faith or the duty to act with due care; for negligence; for commercial losses; and for financial or any other type of loss whatsoever), which may result from, or be in any way connected to, the use of (or inability to use) the Software, the provision of or failure to provide technical support or other services, data, software and accompanying content via the Software, or which may otherwise result from the use of the Software or otherwise under, or in connection with, a provision of this Licence Agreement. Nor shall the Rights Holder and its Partners be held liable for any damage which may arise as a result of a breach of contract or unlawful act (including of negligence, the provision of false information, any strict liability obligation or duty whatsoever), or from a breach of statutory obligations, the Rights Holder's warranty and/or that of one of its Partners, including where the Rights Holder and/or one of its Partners has been informed of the possibility of such damage.
- b) You agree that, in the event that the Rights Holder and/or its Partners is/are held liable, the Rights Holder's liability, and/or that of its Partners, shall be limited to the cost of the Software. The Rights Holder's liability, and/or that of its Partners, shall under no circumstances exceed the costs paid to the Rights Holder or the Partner concerned (as applicable). Nothing in this Licence Agreement excludes or restricts any claim based on death or personal injury.

In the event that an exclusion of liability, an exclusion or a restriction in this Licence Agreement cannot be excluded or restricted on the basis of applicable legislation, such exclusion of liability, exclusion or restriction shall only not apply to you, and you shall continue to be bound by any and all remaining exclusions of liability, exclusions or restrictions.

- c) The Rights Holder's liability for compensation is restricted to cases of gross negligence and intent. In the event of minor negligence, the Rights Holder shall be held liable only in the event of a breach of significant contractual obligations (known as cardinal duties).
- d) The Rights Holder is not obligated to ensure for you or the program user the legal permissibility and suitability of the use of the program and/or hardware in connection with electronic signatures. You or the respective user are solely responsible for this. The Rights Holder is therefore not liable for the consequences of any use of the program that is not in accordance with the respective contractual and legal provisions. Regarding products for electronic signature, the above provisions shall apply in particular where, for legal reasons, the electronic form is not sufficient to make a declaration or document effective.

## **9. Third-party licences**

The Software may contain some software programs which are licensed (or sub-licensed) to the End User under the GPL (GNU General Public Licence) or other comparable free software licences, and which permit the End User to copy, modify and disseminate certain programs or parts thereof, as well as to obtain access to the source code (so-called 'open source software') among other rights. Where licences for any software delivered in an executable binary format require that the Users concerned must also be given access to the source code, the source code can be delivered together with the Software. Alternatively, it can be requested by e-mailing [info@signotec.de](mailto:info@signotec.de). In the event that any open source software licences require that the Rights Holder make available rights to use, copy or alter an open source software program beyond the rights granted in this Licence Agreement, any such rights shall take precedence over the rights and restrictions set out in this document.

## **10. Copyright/intellectual property**

- 10.1. You agree that the Software, along with copyright, systems, ideas, operating methods, documentation and other information included within the Software constitute proprietary intellectual property and/or valuable commercial secrets of the Rights Holder or its Partners, and that the Rights Holder and its Partners (as applicable) are protected by both civil and criminal law, as well as by legislation with respect to copyright regarding commercial secrets, brands and patents of the Federal Republic of Germany, the European Union and additional legislation of other countries and organisations, as well as by international agreements. This Licence Agreement does not grant you any rights whatsoever to the intellectual property, including to any trademarks and service marks of the Rights Holder and/or its Partners (hereinafter referred to as 'Trademarks'). You may only use the trademarks in order to identify printed material

generated by the Software in accordance with accepted trademark practice, including to identify the name of the trademark owner. Such use of the trademark does not give you any ownership rights in relation to this trademark. The Rights Holder and/or its Partners shall possess and retain all rights, titles and shares to the Software, including (but not limited to) the correction of any errors whatsoever, Expansions, Updates or other modifications to the Software, whether undertaken by the Rights Holder or any third party, as well as all copyright, patents, rights to commercial secrets, trademarks and other intellectual property rights connected with it. Your possession, installation or use of the Software does not entail the passing of the title to the intellectual property rights associated with the software to you. You shall not acquire any rights to the Software whatsoever beyond those explicitly set out in this Licence Agreement. All copies of the Software made under this Licence Agreement must include the same proprietary information as shown in and on the Software. With the exception of the provisions listed in this document, this Licence Agreement does not grant you any rights to the intellectual property associated with the Software, and you confirm that this licence, granted to you under this Licence Agreement, grants you only a restricted right to use the Software under the terms and conditions of business set forth in this Licence Agreement. The Rights Holder reserves all rights not explicitly granted to you in this Licence Agreement.

- 9.2. You agree not to modify or alter the Software in any way. You may not remove or alter the copyright notices or other proprietary notices on any copies of the Software.
- 9.3. At the Rights Holder's request, the Rights Holder shall be enabled to verify the proper use of the Software, in particular whether the End User is using the Software within the scope of the licences granted to it. To this end, the End User shall provide the Seller with information, allow the Seller to inspect relevant documents and records, and enable an audit of the hardware and software environment used by the Rights Holder or by an auditing company named by the Rights Holder and acceptable to the End User. The Rights Holder may carry out the inspection on the premises of the End User during the latter's regular business hours or have it carried out by third parties who are bound to secrecy. The Rights Holder shall ensure that the business operations of the End User are disturbed as little as possible by its activities on site. If the inspection reveals a non-contractual use, the End User shall bear the costs of the inspection; the costs shall otherwise be borne by the Rights Holder.

## **10. Injunction**

Unless otherwise agreed in writing, the Parties declare their agreement with the following: Should you use or otherwise exploit the Software in a non-permitted manner or breach the other provisions and terms of this Agreement, such use or such a breach would cause serious and sustained damage to the competitive position of the Rights Holders and its Partners, and to their ability to generate profits, and thus lead to direct and irreparable breaches of contract, losses or damage for the Rights Holder and its Partners. In addition to the right to compensation in the event of a breach of this Agreement, the Rights Holder reserves the right to enforce a provisional ban or preliminary injunction before a competent court, in order to prevent you from continuing

to use the Software or from continuing to act in breach of the provisions and terms of this Agreement.

## **11. Applicable law, place of performance, place of jurisdiction**

- 11.1. Provided no contrary provisions have been made, this Licence Agreement shall be subject to the law of the Federal Republic of Germany, under exclusion of international agreements, for example the United Nations Convention on the International Sale of Goods.
- 11.2. Irrespective of the above, national law shall be applied to the extent permitted by binding legislation or public law in the event that the application of the law stated here is not permitted as a result of binding legislation or the public law of a country in which this Licence Agreement is enforced or interpreted. Similarly, the terms set out in Section A Clause 10.1 do not infringe any statutory right You may have in the country in which you are normally resident to assert a claim in accordance with the applicable legislation of that country.
- 11.3. The place of performance shall be the registered headquarters of the Rights Holder.
- 11.4. In the event of any disputes arising from the contractual and usage relationship, if you are a merchant, a legal entity under public law or a special fund under public law, the action shall be brought before the court that has jurisdiction over the Rights Holder's registered office. The Rights Holder is also entitled to file suit at your head office.

## **12. Limitation period for legal action**

No legal action of any kind arising from transactions under this Licence Agreement may be initiated by the Parties to this Agreement more than one (1) year after the point at which the grounds for the complaint arise or are discovered, with the exception of legal action for breach of intellectual property rights within the maximum applicable statutory time limit. This Licence Agreement constitutes the entirety of the agreement between you and the Rights Holder, and supersedes any other prior agreements, proposals, communications or indications made in relation to the Software or the object of this Licence Agreement, unless these have been recorded in writing. Failure to comply with or implement a provision of this Licence Agreement on the part of the Rights Holder cannot be deemed a waiver of the provision or right concerned.

## **13. Contact details of the Rights Holder**

Should you have any questions in relation to this Licence Agreement, or if you would like to contact the Rights Holder for any reason, please contact our Service Team using the details below:

signotec GmbH, Am Gierath 20 B, 40885 Ratingen, Germany

E-mail: [info@signotec.de](mailto:info@signotec.de)

Web: <https://en.signotec.com>

## **[SECTION B] – TERMS OF DATA PROCESSING**

Please read the terms set out in the section entitled 'Terms of Data Processing'. This section describes the data that the Rights Holder will receive from you and/or your computer along with the way in which this data is processed by the Rights Holder in the course of the fulfilment of this Licence Agreement. If the Software is used within a legal entity or on a computer to which more than one person has access, you must ensure that all data subjects have understood and accepted the terms set out in the section entitled 'Terms of Data Processing' before you use the Software.

### **1. Preamble**

In order for the Rights Holder and/or its Partners to be able to fulfil their obligations under this Licence Agreement, the Rights Holder must collect and process the information described for the declared purposes. Depending on the legislation in force in individual countries, such data may constitute personal data. Only the data regarding your computer and the Software that is outlined for the situation relevant to you shall be processed.

### **2. Checking licence information**

If you have acquired a product or licence, the Rights Holder must check whether the licence you are using while the Software is activated and in use is legal. In order to do this, the Rights Holder must collect and process the following information concerning the Software, the licence you have acquired and the computer on which the Software is installed.

### **3. Software activated online**

If you have acquired a software licence which has to be activated online, the following information about your licence, the Software used and your computer will be collected and transmitted to the Rights Holder.

#### **1.1. Licence information**

- a) Software activation code, number of licences, activation date, activation error, expiration date, installed licence type, licence ID, current licence status, installed licence validity period.
- b) Information as to whether a software maintenance agreement (Annual Maintenance Subscription) is in place.
- c) General data regarding the licence; this allows the licence to be assigned.
- d) Other general information regarding all the Software's licences.
- e) The time at which this Agreement was accepted.

#### **1.2. Information about the software**

- a) Information on any trial version of the Software.

- b) Information regarding the Rights Holder's installed software, the way this software is operated and its status.
- c) Version numbers used and when the Software was last updated.

### 1.3. Computer information

- a) Device type, information regarding device platform, operating system type, bit architecture and the version of the operating system installed on the device, as well as any installed Service Packs.
- b) Information on the computer's hardware components. This may include (this list is not exhaustive): MAC address, CPU serial number, number of processors SSD/HDD serial numbers.
- c) Regional operating system settings (details of time zone, keyboard layout, user interface language, date and time).
- d) Name of the computer on the network (domain names).
- e) User's IP address.
- f) Information regarding any connected signotec Signature Pads.
- g) Unique identifier (device ID) generated from User data, device data and hardware data.

## 4. Products not activated online

If you have acquired a product which does not have to be activated online, the Rights Holder reserves the right to protect the licence against illegal copying by tying it to system-specific information. You have a duty to cooperate in the provision of this information to the Rights Holder before the licence is issued. If you are unsure which types of activation are supported for individual products, please contact the Rights Holder or its Partners.

## 5. Data protection principles when data is provided

If you provide the Rights Holder with your data, the Rights Holder shall handle this data in accordance with its privacy notice. In particular, this regulates the way in which the Rights Holder protects your data, where the Rights Holder processes your data, and your rights as a data subject. You can find the full privacy notice at <https://en.signotec.com/privacy>.

## 6. Declaration of consent

By running the Software or clicking the button within the Licence Agreement to confirm your agreement with its terms, you are declaring your agreement with these Terms of Data Processing as set out in Section B.

IF YOU DECIDE YOU ARE NOT WILLING TO PROVIDE THE INFORMATION REQUIRED IN ORDER FOR THE RIGHTS HOLDER TO FULFIL ITS OBLIGATIONS UNDER THIS LICENCE AGREEMENT PURSUANT TO SECTION B – ‘TERMS OF DATA PROCESSING’ – YOU ARE NOT IN AGREEMENT WITH THE TERMS OF THIS LICENCE AGREEMENT. IF THIS IS THE CASE, PLEASE ABORT THE INSTALLATION AND/OR UNINSTALL THE SOFTWARE

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