



End User License Agreement

Between

**Aladdin Knowledge Systems
(Deutschland) GmbH
Gabriele-Münter-Strasse 1
D-82110 Germering
(Licensor)**

and

(Company name and address)

End User License Agreement

eToken

IMPORTANT INFORMATION - PLEASE READ THIS AGREEMENT CAREFULLY BEFORE OPENING THE PACKAGE AND/OR USING THE CONTENTS THEREOF AND/OR BEFORE DOWNLOADING OR INSTALLING THE SOFTWARE PROGRAM. ALL ORDERS FOR AND USE OF THE ETOKEN PRODUCTS (including without limitation, the Developer's Kit, libraries, utilities, diskettes, CD_ROM, eToken® keys and the Developer's Guides) (hereinafter "**Product**") SUPPLIED BY ALADDIN KNOWLEDGE SYSTEMS LTD. (or any of its affiliates - either of them referred to as "**ALADDIN**") ARE AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY OPENING THE PACKAGE CONTAINING THE PRODUCTS AND/OR BY DOWNLOADING THE SOFTWARE (as defined hereunder) AND/OR BY INSTALLING THE SOFTWARE ON YOUR COMPUTER AND/OR BY USING THE PRODUCT, YOU ARE ACCEPTING THIS AGREEMENT AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THIS AGREEMENT DO NOT OPEN THE PACKAGE AND/OR DOWNLOAD AND/OR INSTALL THE SOFTWARE AND PROMPTLY (at least within 7 days from the date you received this package) RETURN THE PRODUCTS TO ALADDIN, ERASE THE SOFTWARE, AND ANY PART THEREOF, FROM YOUR COMPUTER AND DO NOT USE IT IN ANY MANNER WHATSOEVER.

1. **Ownership of Intellectual Property Rights.** All intellectual property rights (including, without limitation, copyrights, trade secrets, trademarks, etc.) evidenced by or embodied in and/or attached/connected/related to the Product, are and shall be owned solely by Aladdin or its licensors.
2. **License.** Subject to payment of applicable license fees, Aladdin hereby grants to you a nonexclusive and perpetual license to use the software component of Aladdin's eToken Software Development Kit, including any revisions, corrections, modifications, enhancements, updates and/or upgrades thereto, (hereinafter in whole or any part thereof defined as: "**Software**"), in executable form only, as described in the Software accompanying user documentation and only according to the terms of this Agreement: (i) you may install the Software and use it on computers located in your place of business, as described in Aladdin's related documentation; and (ii) you may merge and link the Software into your computer programs for the sole purpose described in the Developer's Guide; however, any portion of the Software merged into another computer program shall be deemed as derivative work and will continue to be subject to the terms of this Agreement. The Software shall not be used for any other purposes.
3. **Performance Description.** The Software is capable, if operated as directed, of operating in accordance with the specifications contained in the documentation that accompanies the Software. This performance description shall be the sole and exclusive performance description for the Software (the "**Performance Description**").
4. **Sub-Licensing.** After merging the Software in your computer program(s) according to section 2. you may sub-license the merged Software and resell the hardware components of the eToken® keys which you purchased from Aladdin, in accordance with any applicable law. Preceding such a sale and sub-licensing, you shall incorporate by reference in your contracts with such sublicensee, and otherwise provide for all such sublicensees to be bound by the license terms specified by Aladdin in this Agreement.

5. **Prohibited Uses.** Except as specifically permitted in Sections 1, 2 and 3 above, you agree not to (i) use, modify, merge or sub-license the Software or any other of Aladdin's Products, except as expressly authorized in this Agreement and in the Developer's Guide; and (ii) save as otherwise provided for in Section 6 below, sell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under this License with/to anyone else; and (iii) modify, disassemble, decompile, reverse engineer, revise or enhance the Software or attempt to discover the Software's source code, except where any applicable mandatory law explicitly allows you to do so in order to achieve interoperability with other computer programs; and (iv) place the Software onto a server so that it is accessible via a public network; and (v) use any back-up or archival copies of the Software (or allow someone else to use such copies) for any purpose other than to replace an original copy if it is destroyed or becomes defective. Upon your written request, Aladdin may give you access to information necessary to achieve interoperability with other software programs provided you specified your intended use of such information. You may not make use of your statutory rights as set forth in section 5 (iii) unless Aladdin did not provide the requested information within thirty (30) days from receipt of your written request.

6. **Transfer to Third Parties.**

Save as otherwise provided in Section 4 ("**Sub-Licensing**"), you are only entitled to transfer the Software to a new user (the "**Transferee**") if (i) you completely cease to use the Software yourself and destroy and delete any copies of the Software with the exception of the one copy to be transferred; (ii) have the Transferee sign a transfer contract (the "**Transfer Contract**"), whereby Transferee is bound by all license limitations and restrictions contained in this; and (iii) submit to Aladdin a copy of the Transfer Contract between you and Transferee.

7. **Warranty.**

Defects. If the Software (i) is not capable of complying to the Performance Description pursuant to Section 3, or (ii) violates intellectual property rights or proprietary rights in Germany, the Software for purposes of this Agreement shall qualify as defective ("Defective Software" or "Defect"). Minor deviations from the Performance Description shall not qualify as Defect.

Remedial Period. In case the Software contains a Defect, you shall set a reasonable period for Aladdin to remedy the Defect. Your right to renewed performance ("**Nacherfüllung**") shall be modified so that Aladdin at its option may (i) either repair or (ii) deliver a replacement for the Defective Software.

Renewed Performance, Lowering of License Fees, Rescission and Damage Claims. If Aladdin does not succeed within a reasonable period to remedy the Defect, you shall be entitled, to (i) either again request renewed performance, or (ii) to request the lowering of license fees, or to rescind this Agreement and (iii) to claim damages. As soon as you exercise your right to rescission, (a) the rights and licenses granted to you under this Agreement will automatically terminate; (b) you shall immediately cease any further use of the Software and must, at Aladdin's option, either return all copies of the Software in any form in your possession or control to Aladdin or destroy all copies of the Software in any form in your possession or control and deliver to Aladdin a certificate of such comprehensive destruction.

Specifications. Any descriptions and specifications contained in the documentation shall not qualify as guarantee with regard to the quality of the Software or as any other kind of guarantee, unless such guarantees were expressly specified as such by Aladdin's authorized representatives in writing.

Warranty Period. The warranty period shall be twelve (12) months starting with delivery of the Software.

Third Party Software. If the Product contains any software provided by third parties, Aladdin excludes any warranty for such third party software and assigns to you any warranty rights it may have against the third party software provider.

Exclusion of Warranty. The warranty shall not apply if any modifications are made to the Software or to any other part of the Product by you or any third party, or if the media and the eToken® key is subjected to accident, abuse, or improper use. The warranty shall not apply if the Software is used on or in conjunction with hardware or software other than the unmodified version of hardware and software with which the Software was designed to be used as described in the Developer's Guide.

8. **Limitation of Liability.**

Intent and Gross Negligence. Aladdin shall be liable for any damages solely to the extent that intent or gross negligence can be attributed to Aladdin or its representatives.

Violation of Material Contractual Obligations. Aladdin shall be liable for damages caused by Aladdin, or Aladdin's representatives through a negligent breach of a material contractual obligation. In this case, Aladdin's liability is limited to the amount of damages that were typically foreseeable upon entering into this Agreement. **Scope of Limitation.** This limitation of liability applies to all damage claims, irrespective of their legal basis, including, but not limited to pre-contractual and collateral claims. This limitation of liability shall not limit any applicable mandatory statutory liability, including liability under the German Product Liability Act or liability for personal injuries caused by negligence.

Obligation to Mitigate Damages. You shall take all reasonable measures to prevent and mitigate damages. Without limiting the generality of the foregoing, you shall make backup copies of your files in reasonable intervals, but at least once per day, in order to allow lost or disrupted data to be recovered with reasonable efforts only. Failure to comply with this obligation is deemed to be contributory negligence.

Exclusion Of Consequential Damages. The parties acknowledge, that Product is inherently complex and may not be completely free of errors. ALADDIN SHALL NOT BE LIABLE (OTHER THAN AS STIPULATED UNDER APPLICABLE MANDATORY LAWS) TO YOU, OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION.

9. **Forfeiture.** The right to use the Software shall be transferred to you subject to the condition that you shall lose all of your rights under this Agreement if you are in breach of a material obligation under this Agreement. In this case, you shall immediately cease any further use of the Software and must, at Aladdin's option, either return all copies of the Software in any form in your possession or control to Aladdin or destroy all copies of the Software in any form in your possession or control and deliver to Aladdin a certificate of such comprehensive destruction.
10. **Governing Law & Jurisdiction.** This Agreement shall be construed and governed in accordance with German law (except for conflict of law provisions). In case you are a merchant the courts of Munich shall have jurisdiction in any conflict or dispute arising out of this Agreement. Aladdin shall be entitled to bring claims against you in any other court having competent jurisdiction over you. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
11. **Government Regulation and Export Control.** You agree that the Product will not be shipped, transferred, or exported into any country or used in any manner prohibited by applicable law. It is

stipulated that the Product is subject to certain export control laws, rules, and/or regulations, including, without limiting the foregoing, to the United States, European Union and/or Israeli export control laws, rules, and/or regulations. You undertake to comply in all respects with the export and reexport restriction as set forth herein and any update made thereto from time to time.

12. **Miscellaneous.** This Agreement represents the complete agreement concerning this License and may be amended only by a written agreement executed by both parties.

Please indicate your acceptance by signing here:

'I accept'.

Date + Signature

Name: