SafeSign Identity Client License Terms and Conditions

Clause 1

Subject to the terms and conditions of this Agreement, A.E.T. Europe B.V. (hereinafter: AET) grants to Licensee a non-exclusive, non-transferable and non-objectionable license to use SafeSign Identity Client. Licensee is not granted any ownership rights. Licenses are granted on the condition that the Licensee fully complies with the terms and conditions of this Agreement. All intellectual and industrial ownership rights are and will remain the exclusive property of AET. Licensee is explicitly forbidden at all times to transfer, lease, sub-license or grant limited rights to (portions of) SafeSign Identity Client, or to transfer SafeSign Identity Client to any third parties in whatever manner or for whatever purpose.

Clause 2

The Licensee is prohibited from removing or modifying in any manner and for whatever purpose, any notices with regard to copyright, brand names, trademarks or any other intellectual or industrial property rights from SafeSign Identity Client, including notices pertaining to the private nature in the confidentiality of SafeSign Identity Client.

Clause 3

AET reserves the right to take technical measures for the protection of SafeSign Identity Client. The Licensee is prohibited from removing or avoiding such security. Licensee may keep one (1) backup copy of SafeSign Identity Client. This copy must contain the same labels and notices as were affixed to the original. Licensee is allowed to correct errors in the copy of SafeSign Identity Client provided to Licensee, if such is necessary by way of the nature of SafeSign Identity Client for its intended use.

Clause 4: Warranty

AET does not warrant that SafeSign Identity Client is free from errors. Neither does AET warrant the permanent and continuous use of SafeSign Identity Client.

Clause 5: Liability

Clause 5.1

Notwithstanding the basis of any liability claim, AET will only be liable towards the Licensee for physical damage or death as a result of the actions or failure to act of AET or its executive employees, and for damage that is the direct consequence of gross negligence or intentional recklessness of AET or its executive employees, in which instances AET is not subject to a limitation of liability.

Clause 5.2

If one of the parties does not fulfil one or more of its obligations as stipulated in this Agreement, the other party is required to send a proof of default and establish that the term granted for fulfilment will be a deadline and that failure to oblige within that term will lead to a claim for damages.

Notwithstanding that which is stipulated in clause 5.1, AET will never be responsible for clear and unencumbered financial property damage, including loss of profit, loss of contracts or expected savings, claims of third parties towards AET, with regard to loss or damage or any other claim, and damage that could have been prevented by the Licensee, if timely measures had been taken to prevent and/or limit the damage.

Clause 5.3

The maximum liability of AET as stipulated in this clause 5 is limited to the total amount received from the Licensee as under this agreement.

Clause 6: Term and Termination

The license right is only valid during the term of this agreement. In case of a moratorium or declaration of bankruptcy of the Licensee, AET will reserve the right to terminate this Agreement immediately.

Clause 7: Export

The Licensee is aware that SafeSign Identity Client and the accompanying documentation and other documents are subject to export restrictions, established by the Dutch government and/other governments, and that SafeSign Identity Client may not, directly or indirectly, be exported or re-exported (i) without having first obtained all required licenses and permits or (ii) in violation of any export embargo for (a portion of) SafeSign Identity Client.

Clause 8: SafeSign Identity Client

SafeSign Identity Client is exclusively provided to the Licensee in object code. The Licensee will use SafeSign Identity Client only in accordance with this license in conformity with this Agreement. Licensee is allowed to make one (1) copy of SafeSign Identity Client for backup purposes. This copy will take over all (intellectual) ownership rights. The Licensee is not allowed to dissemble or otherwise decompile SafeSign Identity Client in any way. Any liability of AET under this Agreement will be cancelled, if the Licensee has made any modification in SafeSign Identity Client.

Clause 8.1

The SafeSign Identity Client PKCS #15 card structure and any information related to this SafeSign Identity Client PKCS #15 card structure is considered to be an integral part of the SafeSign Identity Client Product(s). This means that the SafeSign Identity Client PKCS #15 card structure and any information about the SafeSign Identity Client PKCS #15 card structure is part of the Intellectual Property of the SafeSign Identity Client product in the broadest sense of the word. Any attempt to use this information to develop a product that competes with the SafeSign Identity Client product(s) is considered to be a violation of the Intellectual Property Rights (IPR) of the SafeSign Identity Client product(s).

Clause 8.2

All SafeSign Identity Client installed files, including but not limited to the SafeSign Identity Client PKCS #11 Library, SafeSign Identity Client Cryptographic Service Provider (CSP) and SafeSign Identity Client PKCS #15 card structure, are part of an integrated product that may not be used separately.

Clause 8.3

The SafeSign Identity Client PKCS #15 card structure may only be read / written by using either the SafeSign Identity Client PKCS #11 Library and / or the SafeSign Identity Client Cryptographic Service Provider (CSP), as the SafeSign Identity Client PKCS #15 card structure is part of the integrated SafeSign Identity Client product mentioned in 8.2. This means that the SafeSign Identity Client PKCS #15 implementation may not be read or written by any another application especially not by foreign, non-SafeSign Identity Client PKCS #11 Libraries or Cryptographic Service Providers developed by 3rd parties.

Clause 9: Confidentiality

Every party is obliged to observe confidentiality towards third parties of all information of confidential nature in any form, that have been obtained from the other party. All parties will only use the information subject to the obligation of confidentiality obtained from the other party, exclusively for the purpose for which the information was originally submitted.

Clause 10: Transfer

The rights and obligations of the Licensee under this Agreement cannot be transferred to third parties without the explicit written consent by AET. The rights and obligations of AET under this Agreement are transferable to third parties without previous written consent by the Licensee.

Clause 11: Third Party Software Component License Terms

This Software may include third party software pursuant to the terms and conditions of the following associated license agreements which are hereby incorporated by reference in verbatim and included as part of this document in their entirety. Any installation or otherwise use of such software is conditional upon consent to the terms and conditions of each applicable governing license agreement. AET and its licensors provide no warranty for such software and the software is provided 'as is'. In the event Licensee requires any or all of the associated license agreements, they may be made available pursuant to a written request to AET.

Acknowledgements:

- OpenSSL

    This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (http://www.openssl.org)

    This product includes cryptographic software written by Eric A. Young (eay@cryptsoft.com).

    This product includes software written by Tim J. Hudson (tjh@cryptsoft.com).

    This product includes software written by Stephen N. Henson (shenson@bigfoot.com).

- WxWidgets

    This product includes GUI library software, freely available from (http://wxwidgets.org/)

- zlib

    This product includes the zlib Compression Library (http://www.zlib.net) developed by Jean-loup Gailly (http://gailly.net/) and Mark Adler(http://en.wikipedia.org/wiki/Mark_Adler)

- gdbm

    This product includes GNU dbm (GDBM), a library of database functions that use extensible hashing and work similar to the standard UNIX dbm, written by Philip A. Nelson, Jason Downs and Sergey Poznyakoff,

Clause 12: Applicable Law and Adjudicated Judge

This Agreement is governed by the law of the Netherlands. Parties will endeavour to settle differences by agreement as much as possible. Differences that cannot be settled out of court will in the first instance be brought before the Arnhem judge.

Clause 13: Final Provisions

Modifications of this Agreement can exclusively be agreed upon in writing. If any of the provisions in this Agreement is not lawful, the legal validity of the other provisions in this Agreement will remain intact in full force.