

END-USER LICENCE AGREEMENT for Frama e-communications: RSign

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General Provisions

Frama AG (FRAMA), Dorfstrasse 6, 3438 Lauperswil, Switzerland, shall be entitled as Partner of RPost Communications Ltd (LICENSOR) to sell the RPost Services (SERVICES) worldwide. FRAMA sells the SERVICES under the brand "e-communications: RSign".

Subject to the terms and conditions of this EULA, FRAMA and LICENSOR grants to the licensee a limited, non-exclusive, non-transferable, personal license to install, run and use the SERVICES. By using SERVICES, Licensee acknowledges the terms and conditions of these End-User License Agreement and other Additional Terms.

General Terms and Conditions

By using SERVICES or other Software enabled services provided by FRAMA, you accept the terms and conditions, rights and restrictions of this FRAMA End-User License Agreement ("EULA").

Use of SERVICES or Software indicates that this EULA and the Legal Notice of LICENSOR posted at <https://rpost.com/legal-notices/end-user-license-agreement> has been read and understood by the customer(s) and End-User(s) accepting this EULA.

The use of the SERVICES or click on the "Yes" or "Accept" button of the posted EULA is in lieu of your signature and states that you have read and understood the terms of this EULA and accept them.

This EULA is a legal agreement between the customer (either an individual or a single entity) and FRAMA for the use of SERVICES or Software including associated media, printed materials, and any online documentation. FRAMA reserves the right to revoke all SERVICES privileges from any End-User that uses the SERVICES or Software for unsolicited email marketing or for any other unauthorized or illegal use. Those who choose to install SERVICES, Software or use the SERVICES in any way agree to comply with the Terms of Service respectively this EULA.

1. DEFINITIONS

Capitalized terms used in this Agreement without definition will have the meanings set forth below:

FRAMA means Frama Communications AG, 3438 Lauperswil, Switzerland, a corporation organized, doing business using the trade name e-communications: RSign, as well as any of its subsidiaries or affiliated companies.

LICENSOR means RPost Communications Ltd, Bermuda, a corporation doing business using the trade name RPost, as well as any RPost subsidiaries or affiliated companies.

SERVICES means the Service created, owned and powered by LICENSOR'S technology that tracks the delivery of email and provides a return receipt to the sender of email with a time/date seal and authenticates both the contents and any attachments of an email message with hashing algorithms and digital encryption signatures, providing verification that a message was sent and delivered to the recipient's mail server and sold worldwide by FRAMA under the e-communications: RSign brand.

TRUSTED SERVICE PROVIDER means provider of qualified services, proofing compliance with the special requirements for such services according to the EU regulation 910/2014 [eIDAS] and certified with this qualification status; they can promote their services with the EU trust mark for qualified trusted service providers.

NON-QUALIFIED SERVICES means the TRUSTED SERVICE PROVIDER and the SERVICES comply with the requirements for non-qualified services according to the EU regulation 910/2014 [eIDAS].

QUALIFIED TRUSTED SERVICES means that the TRUSTED SERVICE PROVIDER and the TRUSTED SERVICES are certified according to EU regulation 910/2014 [eIDAS].

Words in quotation marks used in this Agreement without definition will have the meaning set forth below:

"Customer" means an individual person or a legal entity its legal subsidiaries buying or having bought a licence for the use of the SERVICES at FRAMA.

"End-User" means an individual that is authorized by customer to use SERVICES or Software.

"e-communications: RSign partner" means a company that is acting as a reseller of FRAMA and LICENSOR, marketing or otherwise promoting SERVICES with specific terms described in a separate written agreement with FRAMA.

"Software" is a general term for the various kinds of programs to operate computers and related devices, in practice needed to ensure that the SERVICES operations run smoothly.

"Unit" means a transaction which includes document(s) processed by a maximum number of signers (incl. prefill or copied recipients) in order to create a final sealed PDF document combined with a signature protocol containing meta data of the signers.

2. SERVICES AND SOFTWARE

2.1 Implementation

FRAMA and LICENSOR grants Customer a limited license to use the SERVICES, enabling Customer and/or End-Users the use of SERVICES by routing their outbound email tagged for registration through the FRAMA'S or LICENSOR'S servers.

The Software and the SERVICES are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

The Software is licensed, not sold. This EULA grants you the following rights:

- (a) Software: You may install, use, access, display, run, or otherwise interact with multiple copies of the Software, on a single computer, workstation, terminal, handheld PC, pager, "smart phone," or other digital electronic device ("Computer") as long as the Service is used under the same account information or email-address.
- (b) A license for the Software may not be shared or used concurrently on different Computers, unless the SERVICES don't require individual computer licenses.
- (c) Reservation of Rights. All rights not expressly granted are reserved by FRAMA or LICENSOR.

2.2 Authentication

Each Registered Receipt™ email and each email that has an RSign Digital Seal® mark may be authenticated up to five times within the first seven years from the date of sending of the corresponding e-communications: RSign message, with no additional fees to the sender.

2.3 Service Fees

FRAMA and the customer agreed on a fixed price and term contract for 36 months (group frame agreement). An End-User is defined as one sender email address. Annual licenses (for individual Customer entities) automatically renew each year respectively, unless service is cancelled in writing. Prepaid licenses or units will be automatically re-invoiced after expiry of the agreed period, unless the SERVICES have been cancelled in writing. Unused Units of annual licenses expire after 12 months. The transfer of units to other accounts is not possible.

2.4 Restrictions

- (a) All copyright notices on all copies of the Software must be maintained.
- (b) Reverse Engineering, Decompilation and Disassembly of Software or SERVICES is not allowed.
- (c) The Software and SERVICES may not be rented, leased, loaned or transferred, regardless of whether this is done with or without charge.
- (d) Support Services: FRAMA may provide Customer with support services related to the Software or Service ("Support Services"), in its discretion. Use of Support Services, if any, is regulated by FRAMA'S or LICENSOR'S policies and by additional documents. Any supplemental Software provided as a part of Support Services shall be considered part of the Software and subject to the terms of this EULA. Technical information provided by the customer to FRAMA or the LICENSOR may be used free of charge by FRAMA or the LICENSOR for its business purposes, including product support and development. FRAMA or the LICENSOR will use such technical information only in such a way that the Customer cannot be personally identified unless this is necessary to provide or ensure support.
- (e) Replacement, Modification and Upgrade of the Software or Service: FRAMA and LICENSOR reserve the right to replace, modify or upgrade the Software or Service at any time and to offer the customer a modified, upgraded or replacement version and to charge the customer for such replacement, modification or upgrade. Any such replacement or modified Software code or upgrade to the Software or Service offered to the customer by FRAMA or LICENSOR shall be considered part of the Software and subject to the terms of this EULA or an updated, extended or supplemented version of this EULA. In the event that FRAMA or LICENSOR offer a replacement or modified version of or any upgrade to the Software or SERVICES, (a) the continued use of the Software or SERVICES is conditioned on the acceptance of such replacement or modified version of or upgrade to the Software or SERVICES and any accompanying superseding EULA and (b) the replacement of the previous software or the SERVICES is with simultaneous immediate decommissioning of the previous software or services
- (f) Limitations of messaging volume: The amount of data per message / email allocated per user is limited, unless the message is transmitted with the SERVICES for large file transfers, for which the limit is higher per message; FRAMA can communicate other values for the allocated amount of data at any time. Messages exceeding these limits cannot be processed due to data volume limitations on incoming or outgoing messages. Messages with lower data volume could maybe not be processed due to data volume limitations (incoming/outgoing) of the sending or receiving parties or due to other factors outside the e-communications: RSign system. The customer acknowledges and agrees that FRAMA and the LICENSOR have no responsibility or liability for the deletion or non-processing of messages. FRAMA and LICENSOR have no obligation to maintain any content of customer accounts or to forward messages to customers or third parties.

3. TAXES

All taxes and duties, regardless of their designation, which must be paid on the fees of the SERVICES will be invoiced to the customer by FRAMA or LICENSOR and must be paid in addition by the customer.

4. PROPRIETARY RIGHTS

4.1 Proprietary Rights

Client hereby agrees and acknowledges that the LICENSOR is the sole and exclusive owner of the technology, processes and SERVICES distributed as RSign SERVICES by the LICENSOR, FRAMA or other third parties (including the Software) and that all copyrights, trademarks, service marks, trade secrets, patents and other proprietary rights used in conjunction with the SERVICES are also the sole and exclusive property of the LICENSOR.

5. CONFIDENTIAL INFORMATION

5.1 Definition

Confidential Information includes: (a) all non-public information regarding the SERVICES or the business of a party (and, if either party is bound to protect the confidentiality of any third party's information, of a third party); (b) information marked or otherwise designated as "protected" or "confidential"; (c) information which, by its nature, is to be considered confidential or protected; (d) Information specifically identified as confidential in this Agreement.

5.2 Disclosures and Use

Each party agrees to maintain the confidentiality of Confidential Information of the other party with the same degree of care as it applies to its own confidential information, but in no case less than reasonable and appropriate care.

5.3 Remedies

Notwithstanding any other provisions of this Agreement, the disclosing party shall be entitled to seek a court injunction to protect its interests in the event of any breach or threatened breach by the receiving party to the agreements in this article.

6. PRIVACY

See Appendix F of the frame agreement

6.1 Access to Contents of Service messages

Customer understands and agrees that FRAMA and LICENSOR may have access to the content of Service messages only in the event that such access is required (a) to maintain a Service server or to ensure the smooth operation of the Service; (b) to investigate or prevent the abuse of the Service; or (c) for reasons provided for in article 5 of this EULA. Such content is considered confidential information of the customer and is subjected to the provisions of article 5.

7. EXCLUSION OF WARRANTIES

7.1 Failure in service delivery

Customer will be notified if the Service is unavailable. The sole and exclusive measure to assist the customer in case of failure in SERVICE delivery is that FRAMA provides the appropriate service again. FRAMA and the LICENSOR assume no other or further responsibility, liability or obligation for any such outage or any failure in the delivery of an email.

7.2 Undeliverable e-communications: RSign messages

If a Registered Email® message is undeliverable, the e-communications: RSign Receipt™ email will notify the sender of this delivery status. FRAMA or LICENSOR has no additional responsibility to re-deliver that email. It is solely the responsibility of the Sender to re-deliver that email. Undeliverable messages sent are considered as service rendered and are invoiced.

7.3 Passwords

The End-User is solely responsible for the security and protection of his Signature Password and any other password that may be associated with the SERVICES. FRAMA and LICENSOR maintain confidentiality of all such passwords and do not disclose such passwords to any company or organization, unless there is a legal obligation of disclosure to public authorities or individual persons would be liable to prosecution if they wouldn't provide the authority with the information.

7.4 Control and liability

Neither LICENSOR nor FRAMA control Customer's computer hardware, Software or network services provided by Customer to allow access to the SERVICES. The performance and / or non-performance of computer and network requirements may affect the customer's connections to email, the Internet, or parts thereof, and the transmission of data. Accordingly, FRAMA, LICENSOR and all e-communications: RSign Partners disclaim any and all liability resulting from or relating to such events. The service is provided "as is" and "with all faults," and FRAMA, LICENSOR and all e-communications: RSign Partners make no additional warranties or representations, express or implied, regarding the merchantability or fitness for a particular purpose or demand arising from a course of dealing, usage or trade practice.

FRAMA, LICENSOR and all e-communications: RSign Partners provide the Software "as is" with all faults, and hereby disclaim all other warranties and conditions, express, implied or statutory, including and without limitation of implied warranties or conditions., within the legal boundaries of German law.

Except in case of willful misconduct and gross negligence, FRAMA, LICENSOR and all e-communications: RSign Partners disclaim any liability or responsibility regarding merchantability, fitness for a particular purpose, absence of viruses and negligence or lack of expert handling; the same applies to the title of undisturbed use or non-infringement of rights.

7.5 Qualified Services

The SERVICES are currently not certified in accordance with the EU Regulation 910/2014 [eIDAS] and therefore do not comply with the requirements for qualified services at this time. The SERVICES are used to produce Advanced Electronic Signatures, as defined in eIDAS.

8. INDEMNIFICATION

8.1 Indemnification by the Customer

Customer shall indemnify and hold FRAMA, LICENSOR and any e-communications: RSign Partners harmless against any claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees and court costs) arising out of or connected with data or content in Customer's systems or Web site or in Customer's or End-User's email or otherwise used or transmitted by Customer or End-User, or arising out of or connected with Customer's business activities. Further, Customer shall indemnify and hold FRAMA, LICENSOR and any e-communications: RSign Partner harmless against any claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees and court costs) arising out of or connected with any failure in a delivery of a message or failure in any authentication of an email with an RSign Digital Seal™ or a Registered Receipt™ email or arising out of any use of the SERVICES.

8.2 Conditions to Indemnification

The indemnity obligations set out in article 8 are subject to the following conditions: (a) the indemnitee giving prompt written notice to the indemnitor of any such claim(s); (b) the indemnitor at its option having sole control of the defence, including the completion or settlement of the claim; and (c) at the indemnitor's request and expense, the indemnitee cooperating in the investigation and defence of such claim(s).

8.3 Indemnification by FRAMA and LICENSOR

FRAMA and LICENSOR will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including court and attorneys' fees) arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against the Customer which arise out of or result from the infringement of any copyright, patent, trademark, or misappropriation of a trade secret relating to or resulting from FRAMA'S AND LICENSOR'S SERVICES; provided that Customer (a) promptly gives FRAMA notice of the claim, suit, action, or proceeding; (b) gives FRAMA sole control of the defence and related settlement negotiations; and (c) provides FRAMA for the performance of the obligations with all available information and support necessary to comply with this obligations of FRAMA. If it is assumed that SERVICES of FRAMA or LICENSOR infringe intellectual property rights, FRAMA may, in its sole discretion and at its own expense, either procure a license that will protect the Customer against such claim without cost to the Customer or replace the SERVICE with a non-infringing service. Provided that FRAMA complies with this Section, Customer shall have no remedy or other claims against FRAMA, except the right to terminate the EULA.

9. LIMITATION OF LIABILITY; LIMITATION OF REMEDY

9.1 Principle

Any and all liability on the part of FRAMA, LICENSOR and e-communications: RSign partner to the Customer or third party is excluded for non-performance or defective performance of the contract provided if this was not due to wilful or gross negligence. Liability is also limited for any unintentional disclosure or damage to or deletion of data sent and received through the RSign system.

9.2 Consequential damages

FRAMA, LICENSOR and e-communications: RSign partner are not liable to the Customer or third party for any claims or claims for damages. Excluded in particular is any liability for losses or damages arising as a result of the loss of data and the impossibility of obtaining access to the Internet and the service or sending and receiving information, brought about by delays, failure of or interruption to the service caused by FRAMA and LICENSOR. within the legal boundaries of German law.

9.3 Damage caused by third parties

FRAMA, LICENSOR and e-communications: RSign partner are not liable for damage caused to the Customer by third parties as a result of a misuse of the connection (including viruses).

9.4 Interruption of service

FRAMA, LICENSOR and e-communications: RSign partner assume no liability for interruptions of service which are due to troubles, trouble shooting, maintenance, the introduction of new technologies or similar purposes; but warrant an operational availability of 99%.

9.5 Limitation of Damages

In no event shall FRAMA, LICENSOR or e-communications: RSign partner be liable for any indirect, direct, incidental, special, punitive or other damages or consequential damages, including loss of use, interruption of business, loss of data or loss of profits, or loss due to a dispute involving the validity of a Registered Receipt™ email, its contents, or delivery status interpretation, arising out of or in any way connected with this agreement, the SERVICES or any Software applications, even if FRAMA, LICENSOR or e-communications: RSign partner have been advised of the possibility of such damages. In no way shall any End-User or Customer

act as an agent in litigation against FRAMA, LICENSOR or e-communications: RSign partner or appoint a representative to represent them in litigation against FRAMA, LICENSOR or e-communications: RSign partner.

If a liability of FRAMA and / or the LICENSOR is affirmed, these are liable for a maximum amount equal to the payments of the customer per unit of Registered Email® message according to its contract. E-communications: RSign partners are under no circumstances liable for any damages arising out of or in connection with this contract or the SERVICES.

9.6 Customer Content

In no event shall FRAMA, LICENSOR or any e-communications: RSign partner be liable for any inaccuracy, illegality, misinformation or any violation of a third party right or interest associated with or directly or indirectly arising out of the email content or attachment content of a Customer's or End-user's email.

9.7 Customer Equipment

FRAMA, LICENSOR and e-communications: RSign partner assume no liability for damage to, or loss of, any Customer equipment or data resulting from any cause.

9.8 Limitation of Remedy

If FRAMA, LICENSOR or e-communications: RSign partner fails to cure a default under this Agreement within 60 (sixty) days of Customer's written notice of the default and its intent to terminate, Customer has the right to terminate the SERVICES and obtain a refund of only charges paid in advance, without prejudice to the legal remedies set forth in the Applicable Law.

10. TERM AND TERMINATION

10.1 Term and Termination

This EULA shall be in force from the date of written or electronic acceptance of these EULA by the Customer or the installation date of the Access Software on the User's computer until (a) it is supplemented or updated in whole or in part by an updated version and again accepted by the Customer; or (b) either party terminates the agreement to an end of a month with a notice period of fourteen (14) days.

10.2 Effect of Contract Termination

Upon termination of the SERVICES, the customer must cease his use of the SERVICES and delete the access software. All rights and obligations of the parties shall cease, except for the customer's payment obligations and as set out in Art. 11.7. Termination does not relieve Customer of the obligation to pay all fees owing to the date due of termination of the contract. Upon termination of this Agreement, each party will return to the other party any Confidential Information, Software, of such other party, which is in its possession.

11. GENERAL

11.1 Relationship of Parties

Nothing in this Agreement will be construed to imply a joint venture or partnership. FRAMA and LICENSOR act as Agents of the sender of message. If the sender would like FRAMA or LICENSOR to turn off authentication capabilities for a particular e-communications: RSign receipt, FRAMA or LICENSOR will do so and reserves the right to charge the sender a fee for this additional service request. FRAMA and LICENSOR requests regular feedback from Customer about how FRAMA and LICENSOR can improve the service. The customer declares and agrees with the statement that he is not an employee of FRAMA or LICENSOR; he executes SERVICES under this contract as an independent contractor.

11.2 FRAMA and LICENSOR Testimony

In the event that FRAMA or LICENSOR personnel are subpoenaed or otherwise asked to give testimony in any legal disputes between a Customer and any third party, which involves the Software or SERVICES, the Customer agrees to pay FRAMA and/or LICENSOR for its services at a rate of €350.00 plus VAT per hour per person, as well as reasonable travel and other expenses.

11.3 Assignment of Rights and Obligations

Customer shall not assign any of the rights or obligations under this Agreement without the prior written consent of FRAMA or LICENSOR, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Customer may assign its interest herein, upon written notice to FRAMA or LICENSOR, to a subsidiary of Customer's or to an entity that acquires substantially all Customer's assets or business which expressly assume Customer's obligations. The Customer has the right to assign the rights and liabilities under EULA to its successors and assignees in question at the time of the acquisition of the assets or the businesses.

Nothing in this agreement shall be construed as to prohibit FRAMA or LICENSOR from outsourcing any part of the SERVICES or from offering the e-communications: RSign service under the brand of any e-communications: RSign partner.

11.4 Complete Understanding; Modification

This EULA fully and finally constitutes the agreements between the parties to the subject matter hereof; this EULA supersedes all prior agreements and understandings between the parties with respect to its subject matter and may not be changed unless mutually agreed upon in writing by both parties.

No different or additional terms set forth in a purchase order or other communication will be binding on FRAMA or LICENSOR unless FRAMA or LICENSOR specifically agrees in writing to such different or additional terms. Changes may be legally agreed by FRAMA or the LICENSOR only in writing and by authorized signatories. This agreement is not only binding in writing, but also if accepted in electronic form or by written signature of the customer.

11.5 Notices

All communications required or permitted under this Agreement must be made as follows: to FRAMA at the email address: E-communications_Hotline@frama.com.

11.6 Governing law; consent to jurisdiction

This contract and its interpretation are subject to German law.

11.7 Survival of Obligations

The rights and obligations with respect to Proprietary Information, Confidential Information, Privacy, Warranties, Indemnification, Limited action of Liability, and Disclaimers shall survive the termination or expiration of this Agreement for unlimited time.

11.8 Amendments

This Agreement may not be modified or amended except by written instrument signed by an authorized representative of both parties.

11.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. All electronic versions of the Agreement shall be deemed as valid as originals. If the Enabler Software is successfully installed and the terms are acknowledged during the installation process, than this Agreement shall be deemed as valid as original in electronic form and as contract by mutual agreement.

11.10 Litigation

If the Customer is involved in litigation where the e-communications: RSign system is in question, the Customer is required to notify FRAMA and LICENSOR promptly; FRAMA and LICENSOR reserve the right to defend the Registered® e-communications RSign system in the litigation.

11.11 Legal Notice

FRAMA or LICENSOR does not offer any legal advice, opinions, or recommendations. Use of any of the materials or information contained on written material or on FRAMAs or LICENSORS web sites or in any IT publication or marketing material supported by FRAMA or LICENSOR shall be used with caution and with no risk or liability to FRAMA or LICENSOR. It is CUSTOMERs responsibility to consult an independent legal counsel if they have legal issues and do not want to rely on the material of FRAMA or the LICENSOR as a source of law.