

## **END-USER LICENCE AGREEMENT FOR SIGNOTEC SOFTWARE**

### **('LICENCE AGREEMENT')**

Last updated January 2019-01-09

#### **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 (computer, server, operating system) and whether there are any known issues or incompatibilities. You can find this documentation on our website at [www.signotec.com](http://www.signotec.com). If you are in any doubt, please contact our Service Team on +49 2102 53575-10 or [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 'legal entity' (i.e. a business customer or commercial operator) within the meaning of the German Civil Code (Bürgerliches Gesetzbuch – BGB). signotec does not conclude contracts with natural persons (consumers).

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 legal entity and accept the present Licence Agreement, either on your own behalf or that of your company. You assume full responsibility for all obligations applicable to end users in accordance with the terms of the present 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 provisions and terms of the present Licence Agreement without reservation. Doing so shall lead to your gaining the right to use the software in accordance with the terms of the present Licence Agreement.

**IF YOU ARE NOT IN AGREEMENT WITH THE TERMS OF THE PRESENT LICENCE AGREEMENT, OR IF YOU ARE NOT A LEGAL ENTITY, YOU MUST ABORT THE INSTALLATION AND/OR REMOVE THE SOFTWARE.**

## **[PART 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 Software is intended to be used and/or on which the Software is to be installed and/or used.
- 1.4. 'End User' (You) means one or several legal entities which install or use the Software on their own behalf or 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' further means the organisation on whose behalf the Software is downloaded or installed. Agreeing with the present terms constitutes a declaration that such an organisation has authorised the individual accepting the agreement to do so on its behalf. Within the meaning of the present Licence Agreement, the term 'Organisation' encompasses, without limitation, any partnership, GmbH (Limited Company), Gesellschaft (society), Vereinigung (association) Aktiengesellschaft (corporation – AG), Treuhandgesellschaft (fiduciary company), Gemeinschaftsunternehmen (cooperative), Arbeitsorganisation (labour organisation), unregistered organisation or state body.
- 1.5. 'Partner' means an organisation or entity which distributes the Software on the basis of a contract with the Rights Holder.
- 1.6. 'Update(s)' means improvements, patches and/or alterations for the Software.
- 1.7. '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 contract (Annual Maintenance Subscription). You are entitled to view additional information on these Expansions before acquiring them.
- 1.8. 'User Manual' means the instruction manual, the instructions for administrators, (technical) documentation, a reference work and similar explanatory or other materials.
- 1.9. The 'Licence Certificate' is a document which may be provided to the End User and which contains both an activation code and additional information regarding the licence.

### **2. Grant of licence**

- 2.1. You shall be provided with 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 and terms of use set out in the present 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. If You use different versions of the Software, if You have received more than one copy of the Software, or if You received the Software as part of a bundle containing other software, the permitted total number of Your Computers on which all versions of the Software are installed, or of user accounts on which the Software shall be used, shall match the number of Computers stated in the licences You have acquired from the Rights Holder. Each licence acquired entitles You to install and use the Software on this number of Computers and/or this number of user accounts in accordance with the terms set at the time at which the licence was acquired, unless entirely contrary provisions are stipulated in the terms of the licence or in written agreements with the Rights Holder or its Partners (for example 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 the present 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 the 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 the present Licence Agreement. If You do not agree entirely with the terms of the present Licence Agreement, You may not install and/or use the Software.
- 2.6. Following the activation of the Software You shall receive Updates free of charge from the Rights Holder or its Partners, along with priority technical support by telephone and e-mail, only if You have concluded a valid software maintenance contract (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. 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, unless otherwise agreed in writing with the Rights Holder or its Partners.

- 2.8. 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.
- 2.9. 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 the present 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 stated period.
- 3.4. Where You have received the Software from a partner, the period during which the Software may be used may be agreed between You and the Partner concerned.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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.

- 3.8. 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.
- 3.9. 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.
- 3.10. 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.
- 3.11. 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 a Software licence, which requires online activation, manually offline by contacting the Rights Holder; contact the Rights Holder or its Partners for further details. 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.
- 3.12. 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 contract (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 its provision at [www.signotec.com](http://www.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 part thereof, except where You have a right granted by applicable legislation and from which there is no possibility of withdrawal. You shall 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 the present 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 the present 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. You may transfer the right to use the Software to a third party only in accordance with the provisions set out in Part A Clause 2.5 of the present Licence Agreement.
- 5.3. The activation code constitutes confidential data belonging to the Rights Holder. Therefore, You may only forward the activation code to a third party, or allow a third party to access the activation code, as part of a transfer as permitted under Part A Clause 2.5 of the present Licence Agreement. Further, 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.
- 5.4. You may not rent, lease or loan the Software to any third party.

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

- 6.1. 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.

- 6.2. 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.
- 6.3. 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.
- 6.4. Some Software features can be provided by means of access to or use of third-party services as described in the present 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.
- 6.5. 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.
- 6.6. 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 determined 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.
- 6.7. 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.
- 6.8. 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 as 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.

6.9. signotec is not obliged to release Updates or upgrades for the program; these are provided on a voluntary basis at signotec's discretion. Unless a software maintenance contract (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 signotec following the expiry of the guarantee 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.

6.10. All claims under warranty shall expire after 12 months from the date of the invoice.

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

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 the present 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 the present Licence Agreement excludes or restricts any claim on the grounds of death and personal injury. In the event that an exclusion of liability, an exclusion or a restriction in the present Licence Agreement cannot be excluded or restricted on the basis of applicable legislation, only any such exclusion of liability, exclusion or restriction shall cease to 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) signotec is not obliged to ensure that the program and/or hardware is used in a legally permissible and suitable manner in connection with electronic signatures at Your premises or by the program user; this responsibility shall be borne by You or the user concerned in its entirety. Therefore, signotec shall not be held liable for any use of the program which is not in compliance with statutory 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.

## **8. 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. 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 the present Licence Agreement, any such rights shall take precedence over the rights and restrictions set out in the present document.

## **9. Copyright/intellectual property**

- 9.1. 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.

The present 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 the present 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 the present document, the present 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 the present Licence Agreement, grants You only a restricted right to use the Software under the Terms and Conditions of Business only, as set out in the further provisions of the present document. The Rights Holder reserves all rights not explicitly granted to You in the present 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. Any breaches of the copyright to which the Software is subject shall be subject to civil, administrative, or criminal liability pursuant to applicable legislation.

## **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, the present 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 the present Licence Agreement is enforced or interpreted. Similarly, the terms set out in Part 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. In the event that problems occur in connection with the product, the End User is obliged exclusively to contact the Rights Holder or its Partners directly.

11.4. The place of performance shall be the registered headquarters of the Rights Holder.

11.5. The place of jurisdiction shall be Düsseldorf, Germany.

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

No legal action of any kind arising from transactions under the present Licence Agreement may be initiated by the Parties to the present contract 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.

**13. Integrity of the agreement, severability clause, no waiver**

The present Licence Agreement constitutes the entirety of the agreement between You and the Rights Holder, and replaces any other prior agreements, proposals, communications or indications made in relation to the Software or the object of the present Licence Agreement, unless these have been recorded in writing. Failure to comply with or implement a provision of the present Licence Agreement on the part of the Rights Holder cannot be deemed a waiver of the provision or right concerned.

**14. Arbitration clause**

In the event of any dispute arising from the present contract, the contractual Parties undertake to enter into an arbitration procedure with the assistance of a jointly appointed mediator prior to initiating any legal action. The aim of this procedure shall be to reach an amicable settlement of the dispute.

The mediation procedure shall be initiated by written notice by one of the contractual partners. This contractual partner should propose a mediator when providing this notice. The proposal is not binding on the other partner. In the event the contractual partners cannot agree on a joint mediator within one month of receipt of the notice, the mediation procedure shall be deemed to have failed.

**15. Rights Holder's contact details**

Should You have any questions in relation to the present 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 20b  
40885 Ratingen  
Germany

E-mail: [info@signotec.de](mailto:info@signotec.de)  
Website: [www.signotec.com](http://www.signotec.com)

**[PART B] – TERMS OF DATA PROCESSING**

Please read the terms set out in the Part entitled Terms of Data Processing. This Part 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 the present 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 Part 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 the present 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 must be activated online, the following information about Your licence, the Software used and Your Computer will be collected and transmitted to the Rights Holder.

### **3.1. Licence information**

- a) Software activation code, software activation date, activation errors, expiry date, activation date, type of licence installed, licence ID, current licence status, period of validity for the licence installed.
- b) Information as to whether a software maintenance contract (Annual Maintenance Subscription) is in force.
- 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 the present Agreement was accepted.

### **3.2. Software information**

- 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.

### **3.3. 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 policy. 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 policy at [www.signotec.com](http://www.signotec.com).

#### **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 Part B.

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

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