**End User License Agreement for Software Use**

**ComSignTrust Enterprise**

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| **http://ts3.mm.bing.net/th?id=I.4578045138568302&pid=15.1&W=160&H=140IMPORTANT NOTICE:** Prior to download, installation, copy or use please read the below terms and conditions. BY DOWNLOAD, INSTALLATION, COPY OR USE OF THE PRODUCT YOU EXPRESS YOUR CONSENT TO THESE TERMS AND CONDITIONS |

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YOU AGREE THAT YOUR USE OF THE SOFTWARE INDICATES THAT YOU HAVE READ THIS AGREEMENT; YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS PROVISIONS.

**1.      Software**. The Software in this Agreement shall mean (i) the computer program ComSignTrust Enterprise (CSTE), including all its parts, (ii) the contents of disks, CD-ROMs, DVD mediums, e-mail reports and all their attachments, if any, or other mediums to which this Agreement is attached, including the Software supplied in the form of an object code on a CD-ROM, DVD medium or via electronic mail through the Internet, (iii) any explaining materials and any documentation related to the Software including, without limitation, any description of the Software, its specification, description of properties, description of control, description of interface in which the Software is used, a manual or installation handbook of the Software or any description of the correct use of the Software (the “**Documentation**”), (iv) copies of the Software, repairs of errors, if any, of the Software, additions to the Software, extensions of the Software, modified versions of the Software, new versions of the Software and all upgrades of Software parts, if supplied, in respect of which the Provider grants you the License pursuant to Article 4 hereof. The Provider shall supply the Software only in the form of executable code.

**2.      Installation.** The Software supplied on a CD-ROM or DVD medium, sent via electronic mail, downloaded from the Internet, downloaded from servers of the Provider or obtained from other sources shall require installation. You must install the Software on a correctly configured computer complying at least with requirements set out in the Documentation. The manner of installation is specified in the Documentation. No computer programs or hardware which could unfavorably affect the Software may be installed on the computer on which you install the Software.

**3.      License.** Provided that you have agreed to this Agreement and you pay the License Fee under Article 16 when due and payable, the Provider grants you a non-exclusive and non-transferable right to install the Software on the hard disk of a computer or on a similar medium for permanent storing of data, to install and store the Software to the memory of a computer system and to implement, store and display the Software on computer systems, however, provided that the maximum number of such computer systems is the number which the End User specified in an order and for which the End User paid the relevant fee (the “**License**”). One user shall mean: installation of the Software on one computer system

**4.      Exercise of rights of the End User.** You must exercise the rights of the End User in person or through your employees, if any. As the End User you may use the Software only on those computer systems for which you have obtained and paid for the License.

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**7.      Reservation of rights.** All rights to the Software, except for the rights expressly granted in this Agreement to you as the End User of the Software, are reserved by the Provider for itself.

**8.      Several language versions, versions for additional operating systems, several copies.** If the Software supports several platforms or languages or if you have obtained more copies of the Software, you may not install versions and copies of the Software on more computer systems than specified by you in an order and for which you have paid the relevant License Fee under Article 16 hereof. You may not sell, lease, hire, sublicense, lend or transfer to other persons any versions or copies of the Software not used by you.

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This Agreement is executed for the duration of authorized usage of the Software.

Without regard to the manner of termination of this Agreement, the provisions of its Articles 6, 7, 10, 12, 14 and 19 shall remain valid without the limitation of time.

**10.    END USER REPRESENTATIONS.** AS THE END USER YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED IN "AS IS CONDITION", WITHOUT AN EXPRESS OR IMPLIED GUARANTEE OF ANY TYPE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER THE PROVIDER, ITS LICENSE PROVIDERS NOR COPYRIGHT HOLDERS PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR GUARANTEES, IN PARTICULAR NO SALES GUARANTEES OR SUITABILITY FOR A SPECIFIC PURPOSE OR GUARANTEES THAT THE SOFTWARE DOES NOT BREACH ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS OF THIRD PARTIES. NO GUARANTEE FROM THE PROVIDER OR ANY OTHER PARTY EXISTS THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL COMPLY WITH YOUR REQUIREMENTS OR THAT SOFTWARE OPERATION WILL BE SMOOTH AND FREE OF ERRORS. YOU ASSUME FULL LIABILITY AND RISK FOR SELECTION OF THE SOFTWARE TO ACHIEVE RESULTS INTENDED BY YOU AND FOR THE INSTALLATION, USE AND RESULTS THAT YOU WILL ACHIEVE WITH THE SOFTWARE.

**11.    No further obligations.** This Agreement imposes no other obligations on the side of the Provider except for the obligations specifically listed in this Agreement.

**12.    LIMITATION OF GUARANTEE.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL THE PROVIDER, ITS EMPLOYEES OR LICENSE PROVIDERS BE HELD LIABLE FOR ANY LOST PROFIT, REVENUE, OR SALES, OR FOR ANY LOSS OF DATA, OR FOR COSTS EXPENDED TO PROCURE SPARE GOODS OR SERVICES, FOR PROPERTY DAMAGE, PERSONAL DAMAGE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, DIRECT, INDIRECT, ACCIDENTAL, ECONOMIC, COVERING, CRIMINAL, SPECIAL OR SUBSEQUENT DAMAGE, CAUSED IN ANY MANNER WHATSOEVER, WHETHER ARISING FROM A CONTRACT, WILLFUL MISCONDUCT, NEGLIGENCE OR OTHER FACT ESTABLISHING THE OCCURRENCE OF LIABILITY, INCURRED DUE TO THE USE OF OR IMPOSSIBILITY TO USE THE SOFTWARE, EVEN IN THE EVENT THAT THE PROVIDER OR ITS LICENSE PROVIDERS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE CERTAIN COUNTRIES AND CERTAIN LAWS DO NOT PERMIT THE EXCLUSION OF LIABILITY BUT MAY ALLOW THE LIMITATION OF LIABILITY, THE LIABILITY OF THE PROVIDER, ITS EMPLOYEES OR LICENSE PROVIDERS SHALL BE LIMITED TO THE PRICE THAT YOU HAVE PAID FOR THE LICENSE.

13.    No provision of this Agreement shall affect the rights of such a party for which the law recognizes the rights and position of a consumer. The Provider on its own behalf, on behalf of its employees and on behalf of its license providers shall act for the purpose of refusal, exclusion or limitation of the obligations, liability and warranties as set out in Article 12, except for any other purpose or in any other matters.

14.    No Support. The Provider shall not be obliged to provide any support for the Software unless otherwise specifically noted in writing.

**15.    Change of End User.** The End User may transfer the License and all rights from this Agreement to another End User only with consent of the Provider and only if the new End User represents that it assumes all rights and obligations pertaining to the original End User under this Agreement.

**16.    License Fee and Payment Terms**. Software is licensed not sold.  A License Fee for the Software shall be specified based on a price list of the Provider or of its business partners according to the number of computer systems for which the Software is designated (the “**License Fee**”). Upon payment of the License Fee you shall become entitled to use the Software in accordance with the terms and conditions of this Agreement throughout the period for which you have acquired the right to use the Software. Unless another maturity date is specified in an invoice or other similar document issued by the Provider or its business partner, the License Fee shall be due upon delivery of the Software. You shall be liable for the fulfillment of tax and duty charges related to the provision of the License for the Software stipulated by applicable law, except for income taxes of the Provider. If you fail to pay the License Fee within the maturity date, your License for the Software shall be automatically revoked and you shall have to pay all costs connected with the recovery of a receivable due, including attorney fees and court fees. The obligation to pay the License Fee shall not apply to the Software provided as NFR or a trial version.

**17.    NFR and Trial Version**. You may use the Software supplied as NFR or trial version exclusively for verifying and testing the Software features. You may also use the NFR Software for demonstration purposes.

**18.    Data on End User and Protection of Rights.** You as the End User authorize the Provider to transfer, process and save the data enabling the Provider to identify you. You agree that the Provider may check by its own means whether you are using the Software in accordance with the provisions of this Agreement. You agree that through communication of the Software with the computer systems of the Provider or of its business partners' data may be transferred, the purpose of which is to ensure the functionality of and authorization to use the Software and protection of the Provider’s rights.

**19.    Export and Re-export Compliance**. The Software, the Documentation or parts thereof, including the information about the Software and parts thereof, shall be subject to the measures on monitoring of imports and exports under legal regulations which may be issued by the governments competent for the issuance thereof under applicable law. You agree to strictly comply with all applicable import and export regulations and acknowledge that you shall be held liable for the obtaining of licenses for export, re-export, transfer or import of the Software.

**20.    Notices.** All notices, the returned Software, and Documentation must be delivered to: ComSignTrust Ltd., with its seat at Atidim Tech Park, bldg # 4, P.O.B 58007, Tel-Aviv, 61580 Israel.

**21.    Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Israel. The End User and the Provider agree that conflict provisions of the governing law and United Nations Convention on Contracts for the International Sale of Goods shall not apply. You expressly agree that exclusive jurisdiction for any claim or dispute with the Provider or relating in any way to your use of the Software resides in the competent courts of the District of Tel Aviv, Israel to the exclusion of all other courts and you further agree and expressly consent to the exercise of the personal jurisdiction in the competent Court of the District of Tel Aviv, Israel in connection with any such dispute or claim.

**22.    General Provisions**. If any provision of this Agreement is invalid or unenforceable, this shall not affect the validity of the remaining provisions of the Agreement. Those shall remain valid and enforceable under the terms and conditions stipulated herein. Any amendments hereto may only be in writing, and a statutory representative must sign such an amendment on behalf of the Provider.

23.    This Agreement between you and the Provider represents the single and entire Agreement applying to the Software and completely supersedes any prior representations, negotiations, obligations, reports, or advertisement of information related to the Software.