

LetterGen



**END USER LICENSE
AGREEMENT (EULA) FOR
DOWNLOADABLE
VERSION OF
LETTERSIGNER**



By downloading the LetterSigner-program the person who downloads (hereafter called “the End User”) agrees to be bound by the terms and conditions of this end user license agreement (hereafter called “the EULA”). If the User is not accepting the EULA he will not download the LetterSigner program or at least -if he has already downloaded this program- he will uninstall and destroy immediately and completely any copy of this program.

Article 1 – PARTIES

The parties of this EULA are :

on the one hand : LetterGen NV, with registered office at 2850 Boom (Belgium), Groene Hofstraat 31, hereafter called “LetterGen NV”

...
and

on the other hand : the person who has downloaded/downloads the LetterSigner-program, hereafter called “the End User”

Article 2 - DEFINITIONS

2.1. *software package LetterSigner* : the software package, including the documentation, of which the intellectual property is owned by LetterGen NV and is made to carry out the following functions:

-
-

the program must be combined with software programs for wordprocessing, for example MS WORD, and hardware devices from VASCO Data Security, Belgian EID, CERTIPOST, KEYNETICS, ...

2.2. *documentation* : an online help user handbook which will be downloaded together with LetterSigner

2.3 *licence fee* : the price that the End User has to pay to acquire a non-exclusive right to use the software package on one computer

2.4. *Software Act* : the Belgian Act of the 30th of June 1994 on the incorporation into Belgian law of the European Directive of the 14th of May 1991 regarding legal protection of computer programs.



Article 3 - INTELLECTUAL PROPERTY RIGHTS

The End User accepts expressly that LetterGen NV solely is the owner of the intellectual property rights of the software package LetterSigner and of also of the documentation incorporated in that software.

Article 4 - LICENCE

4.1. General

By downloading the software package LetterSigner, the End User shall acquire from LetterGen NV a non-exclusive right to install the software package on maximum one computer (regardless whether this is a desktop computer, a portable computer, a tablet computer, ...) in such a way that the program can only be used by one person (single user) and this on the condition that the End User respects all the articles and clauses of this EULA. The licence is given only for the End Users internal data processing operations and gives no right to install and/or use the software for commercial time sharing or for other reasons.

The software package shall remain the property of LetterGen NV. Only onse user license shall be allocated. The End User shall not be permitted in any way to pledge the software package as a security, to share is, to borrow it on payment or free of charge or more generally, to grant third parties right to the software.

Licence gives only a right of using the software as described in the first paragraph. Because the licence fee is very low, the End User has no right of support or maintenance by LetterGen NV. If the End User asks for such a support or maintenance LetterGen NV has, at its choice, the right to refuse or the right to invoice its work to the End User. LetterGen NV has no obligation to make upgrades or new versions of the software package LetterSigner.

Because the licence fee is very low, the only handbook of the program is the documentation. LetterGen NV has no obligation to procure a printed manual or information in a printed form. The End User may print one copy of the documentation, which may not be copied.

4.2. Reproduction rights

The End User shall be permitted to make a safety copy as far as this copy is needed to use the software package for the intended purpose according to article 6 of the Software Act. This safety copy can only made on the computer itself, a CD-rom and/or a USB-stick, with exclusion of other data carriers (such as f.e. another computer, a server, ...).

Approval shall otherwise be requested from LetterGen NV for any form of reproduction or change to the software package or a copy thereof.

Unauthorized copying and/or distributing of the software package or failing to observe the stated limitations shall result in the automatic dissolution of this EULA to the benefit of



LetterGen NV (see also article 8.2). In that case of such an illegal copy the End User will pay to LetterGen NV an indemnification for the dissolution of the EULA (see article 8.2), but will (also) pay to LetterGen NV an indemnification (a) equal to two times the licence fee that was or had to be paid to LetterGen NV for a legal copy in the case that the End User didn't distribute this illegal copy and (b) equal to three times the licence fee that was or had to be paid to LetterGen NV for such a copy in the case that the End User distributed such a copy.

4.3 Transfer of licence

The End User may only transfer the licence following prior written permission from LetterGen NV, which shall not be refused without good reason. In case of such a transfer the End User and the transferee have to pay to LetterGen an amount equal to the licence fee, to compensate LetterGen NV for the administration cost for registering the transfer.

In case of such transfer the End User is hold liable for the fact that the transferee accepts in written the terms and conditions of this EULA. The transferee will be considered as an End User, if permission to transfer is granted.

The End User shall uninstall the software and also transfer the data carrier with the safety copy to the transferee, if permission to transfer is granted. Retention of copies shall be strictly forbidden.

The End User may not grant the transferee any rights in the transfer agreement that counter or expand the rights of this EULA.

4.4. Expansion

The End User is not allowed to expand the license issued by increasing the permitted number of computers on which the software is installed or by increasing the permitted number of persons who use the software. If the End User wants to install the software on a second computer, a third computer, ... the End User will download a (new) software package LetterSigner, will pay a (new) licence fee and will accept a (new) EULA in relation to this software package.

The End User is not allowed to install the software package on a computer and on a portable computer, a tablet computer, ... even if these computers are only used by the same End User.

The End User is not allowed to install the software in a networked system in such a way that the software can be used by more than one user.



4.5 Limitation

The End User shall be expressly forbidden from:

- removing, altering or rendering illegible product identification, copyright warnings, ownership and copyright records, labels or other trademarks fitted by LetterGen NV to the software package;
- making or allowing -actively or passively- a third party to make other copies of the software package than is permitted in this EULA ;
- analysing, inspecting, reverse engineering, decompiling or disassembling the software package unless legally permitted in order to acquire the information needed to enable the mutual functioning of an independently developed program with the software package and provided that such information is not reasonably available via LetterGen NV or elsewhere;
- modifying, altering, translating, rearranging or adapting the software package or from creating derivative works based on the software package for any purpose;
- renting and/or permitting third parties to use all or part of the software and the documentation provided without written approval from LetterGen NV
- to install, use or transfer the software outside of the countries of the European Community, regardless of whether this was accomplished by physical or electronic means.

Article 5 – LICENCE FEE

The End User can download, install and use the software package LetterSigner for free during 24 hours. After this 24 hours, he has to pay to LetterGen NV a license fee as indicated on the website of which he has downloaded the software package. If he pays this licence fee, he will get a productkey which is needed to continue the use of the software package. If he refuses to pay this license fee, he will uninstall the software and he will destroy the safety copy he has (eventually) made.

The paying of the licence fee gives the End User the right to install the downloaded software package and to use this software without limitation in time.

Except for the limited warranty as described in article 6, the paying of the licence fee does not give the End User the right to ask LetterGen NV to replace the software package LetterSigner, for example if the software package does not work any more, for example if the software package and/or the computer on which the software package is installed, is lost, for example if there is a new version or upgrade of the software package,... : in all these cases the only possibility for the End User who wants to replace the software package, is to



download a (new) software package LetterSigner, to pay a (new) licence fee and to accept a (new) EULA in relation to this software package.

Article 6 – LIMITED WARRANTY

The software package has not been tested in all environments and/or situations under which it may be used.

If, after downloading, it seems that the software package doesn't work at all, the End User has the right on a replacement of the software package by LetterGen NV, on the condition that the End User claims this replacement within fifteen days from the day of downloading. If the problem cannot be solved this way, LetterGen NV can decide to refund the licence price and to terminate this EULA.

Except for the above express limited warranty LetterGen NV makes and the End User receives no warranties, express, implied, statutory or in any communication with the End User. LetterGen NV specifically disclaims any other warranty, including the implied warranty of fitness for a particular purpose. LetterGen NV does not warrant that the installation and/or the operation of the software will be uninterrupted or error free.

Article 7 – LIABILITY

LetterGen NV shall not be held liable in any way, neither contractually nor extra-contractually apart from in cases of intentionally-wrongdoing or bad intent by LetterGen NV. In case of intentionally wrongdoing or bad intent by the employees or collaborators of LetterGen NV, LetterGen NV can not be held liable.

LetterGen NV shall not be liable in any manner whatsoever for the results obtained through the use of the software package. The End User installing and/or using the software are responsible for the supervision, management and control of the software and the results of the use of this software. This responsibility includes, but is not limited to, the determination of appropriate uses for the software and the selection of the software and other programs (LetterSigner needs always to be combined with other programs) to achieve intended results. The End User is also responsible for establishing the adequacy of independent procedures for testing the reliability and accuracy of any output of the software package, including the saving and printing of all items composed and/of signed by using the software package. Any claim to compensation due to e.g., loss of data, loss of profits, commercial damage, cost of cover, or other special, incidental, consequential, or indirect damages arising out of the use or inability to use the software package and the documentation, shall therefore be excluded.

LetterGen NV shall not be liable for the reliability and quality of the programs that are used in combination of the software package LetterSigner.



If LetterGen NV should nevertheless be held liable, the compensation shall amount to no more than the amount of the licence fee.

Article 8 - DURATION AND TERMINATION OF THE AGREEMENT

8.1 Duration of the agreement

This Agreement shall run for an indefinite period linked to the conditions that the End User respects this EULA and that this EULA is not terminated for whatever reason. The licence expires also automatically on the moment that the EULA is terminated for whatever reason.

8.2. Express condition subsequent

If the End User fails to adhere to the EULA or any contractual obligation in it, LetterGen NV shall be entitled to demand legal performance or to terminate unilaterally (dissolve) the EULA by pure expression of will, on notification and without requiring prior authorization from the court

- in the case of sufficiently serious and improper non-fulfilment by the End-User, and
- in the case that, after sending of formal notice by LetterGen NV to the End User by registered letter containing a detailed summary of serious or erroneous shortcomings, the End User does not rectify the defects within seven days.

Examples of cases of sufficiently serious and improper non-fulfilment by the End User are :

- a lack of respect for the intellectual property of LetterGen N.V. (for example : non-respect of the second paragraph of clause 4.1 of this EULA);
- being seriously and erroneously in default in carrying out its obligations;
- failing to respect the conditions of payment;
- impossibility to carry out its obligations under this EULA due to bankruptcy, settlement, major changes to the shareholding, the loss of legal dependence by merger or due to other reasons.

8.3 Consequences

If the EULA is terminated for whatever reason, the End User is obliged to uninstall the software package LetterSigner and the documentation and to return to LetterGen NV or destroy all the copies thereof. The End User shall confirm (on demand) to LetterGen NV in writing that it has retained no software, documentation, or copies.

If the EULA is terminated for whatever reason, article 3, the second paragraph of article 4.1, article 4.5, article 6, article 7 and all the articles and clauses that have to do with the



intellectual property rights of LetterGen NV and/or the liability of LetterGen NV, will stay in force.

If the Agreement is legally dissolved to the benefit of LetterGen NV (see article 7.2), the End User has to pay to LetterGen NV an indemnification for the dissolution of the EULA, at least of 1.250 EUR. If LetterGen is able to prove a higher amount of damages, this last amount has to be paid by the End User.

Article 9 - APPLICABLE LAW AND COMPETENT COURT

This entire Agreement including the annexes shall be governed by Belgian law.

A dispute shall be recognized as such if one of the parties informs the other party of this within 15 days by registered mail. All disputes regarding the interpretation or execution of the Agreement as far as these are not regulated between the parties shall be adjudicated by the courts in the District of Antwerp.

Article 10 - GENERAL

This Agreement including the annexe shall constitute the entire Agreement between the parties. It shall replace any other notification, commercial or advertisement with respect to the software package and the documentation. No other conditions shall apply to this Agreement unless expressly agreed between the parties.

Invalidity or partial invalidity of one or more conditions in this Agreement shall not affect the valid conditions therein. Both parties shall in good faith replace the invalid condition(s) with (a) valid condition(s) that shall as far as possible fit in with the intentions on which the Agreement is based and that come as close as possible to the invalid conditions or parts thereof unless their aim would be contrary to public order or common decency.