

MONET+ LICENSE AGREEMENT

IMPORTANT! READ CAREFULLY! The present End User License Agreement (“EULA”) regulates the terms and conditions under which the End User may utilize software products by MONET+, a. s. (hereinafter referred to as “MONET+”), incl. associated installation media, printed materials and documentation.

The present terms and conditions shall apply to MONET+ software properly (legally) obtained.

By installing, copying or otherwise using MONET+ software you expressly acknowledge that you agree to be bound by the terms and conditions of the present EULA. It is strongly recommended that you read and understand the terms and conditions of the present EULA prior to installing MONET+ software.

If you do not agree to all the terms and conditions, do not use MONET+ software in any manner whatsoever. Any products already received (obtained) should be returned to your vendor (provider), if applicable.

SUBJECT-MATTER

The subject-matter of the present EULA is the software product CryptoPlus® developed by MONET+ (hereinafter also referred to as the “Software Product”, “Product” or “Software”). The word “Software” includes any and all upgrades, modified versions, updates, additions and copies thereof.

OPEN SOURCE SOFTWARE NOTICES

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 Young© and Tim Hudson©.*

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MONET+ only grants you certain rights with respect to obtaining the Software Product as specified below, provided you comply with any and all obligations stipulated in the present EULA as set forth herein.

You may make any number of installations of the Software obtained. Initiating and utilizing the Software is solely and inseparably linked to the smart card which forms part of the Product and each license. Such a license may not be shared. Multiple authorized users may use one installation of the Software.

You may make a backup copy for archiving and reinstalling purposes. No other copies of the Software and/or printed materials delivered with the Software are allowed. If the Software has been provided to you on a physical medium, you may not lend, rent, lease, transfer, redistribute or sublicense such a medium, or a backup copy thereof, to any third party.

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You may not decompile, transform, disassemble or otherwise reverse engineer the Software, except and only to the extent that such activity is expressly permitted by Section 66 of the Copyright Act.

4. TRADEMARKS

The present EULA does not grant any rights to the End User with respect to the trademarks of MONET+ beyond the scope of rights pursuant to Section 11 of the Trademark Act.

5. COMPLAINTS AND TECHNICAL SUPPORT

All technical support requests and complaints should be directed solely to the vendor (provider) of the Product.

6. END USER PROOF OF LICENSE

The end user proof of license may take the form of (i) proof of payment of the license fee (invoice), (ii) another written proof of purchase of the license, or (iii) lawful possession of the smart card by the End User to whom the card is issued.

7. TERMINATION OF LICENSE

The license shall terminate immediately upon any breach of the terms and conditions of the present EULA. In such a case, you must uninstall and destroy any and all copies of the Software and its parts.

If the smart card is only borrowed or leased, the license shall terminate upon termination of said loan or lease. Any use after the smart card should have been returned by the borrower or the lessee shall be considered violation of the license.

8. GENERAL SECURITY

In order to help protect effectively against breaches of security and malicious software, MONET+ recommends periodical backups of data and system information.

The use of all security features are recommended, including (without limitation), antivirus programs, firewalls, and the installation and use of all security updates.

9. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Limited warranty: MONET+ warrants that the Software shall perform in accordance with the user documentation for the Software. Said limited warranty must be applied without any delay after the authorized user has detected any defects or could have detected the same, i.e. substantial deviation between the Software and the user documentation.

Neither MONET+ nor vendors of the Software shall be liable for any damages if the Software is not utilized in accordance with this Agreement and the documentation.

If the Software fails to fulfill the terms and conditions of the limited warranty (see above), you shall have the right to withdraw from the present EULA and be entitled to a refund of the license fees paid, provided such license fees were paid directly to MONET+. This is the exclusive remedy for the same.

10. WARRANTY LIMITATION

The above limited warranty is the exclusive warranty provided by MONET+. This warranty replaces any and all other warranties or similar obligations (if any) arising from advertising, documentation, communication on the packaging or other forms of communication.

Except for the limited warranty stated above, MONET+ disclaims any other warranties, expressed or implied. With respect to the Software, MONET+ in particular disclaims any warranty of fitness for any particular purpose, reliability, availability, accuracy, completeness or absence of viruses.

11. APPLICABLE LAW AND RESOLUTION OF DISPUTES

Any and all rights and obligations arising from the relationship between MONET+ and third parties with respect to the Software shall be governed by the laws of the Czech Republic. Any and all disputes between MONET+ and any third parties with respect to the Software shall be heard and finally decided by a competent court in the Czech Republic. Disputes for which selection of local jurisdiction is permitted by the applicable law shall be heard and finally decided by the District Court in Zlín, if a district court acts as the court of first instance, or by the Regional Court in Brno, if a regional court acts as the court of first instance.

12. ENTIRE AGREEMENT AND SEVERABILITY

The present EULA is the entire agreement between MONET+ and third parties relating to the Software, and it supersedes all preceding oral communications, proposals and representations with respect to the Software.

If any provision of the present EULA is determined to be void, invalid, unenforceable or illegal, the remaining provisions shall continue in full force and effect.