

End User License Terms and Conditions (“EULA”)

Unless otherwise agreed in writing between Nexus and the Customer, any license to Products granted the End-User shall:

1. be for the grant of a license to use Products in their Binary Form;
2. be non-exclusive for and non-transferable by the End-User;
3. limit use of the Products to the quantity, location and use for which license fees have been paid and permit expansion of usage only on payment of additional license fees;
4. prohibit the End-User from allowing third parties to use the Products except:
 - 4.1 for use in the ordinary course of business relating to the issue of software certificates;
 - 4.2 to enter or retrieve information in the ordinary course of processing transactions;
 - 4.3 third parties who are contracted to provide services to the End-User in connection with the provision of those services to software certificate holders.
5. prohibit the End-User from making copies of the Products licensed to it other than for back-up and internal security purposes;
6. prohibit the End-User from altering, modifying or enhancing the Products;
7. prohibit the End-User from taking any action to decompile, reverse engineer, disassemble, rent, lease, loan, distribute, create derivative works from the Products or transmit the Products over a network or aiding or abetting a third party to take any such action;
8. require the End-User to, upon request thereof, return to the Customer or Nexus or destroy all copies of the Products and Documentation in its possession on revocation of the End-User license or termination of the End-User licensing agreement by the Customer;
9. make it clear that the rights to all trademarks, service marks, names and symbols which relate to the Products belong to Technology Nexus AB (and/or its licensors) and prohibit the End-User from using or attempting to acquire any rights to, or aiding and abetting a third party to acquire any rights to, any such marks, names or symbols and obligating the End-User to adhere to the reasonable guidelines for use of such trademarks, service marks, names and symbols;
10. prohibit any commercial use of Products unless the license fees set out in the relevant Order have been paid in full;
11. enable the Customer and Nexus to terminate the End-User’s license to use the Products in the event that the End-User commits a material breach of any provisions of the End-User licensing agreement. A “material breach” shall include any unlawful or unauthorized use of Products by the End-User.

An End-User license which does not conform to the requirements set out in this document shall not be valid notwithstanding performance of all or part of the other obligations in the Agreement.