

JULY 2023

# GUARDTIME KSI SOFTWARE END-USER LICENSE AGREEMENT

ID: GT/KSI/EULA

Version: 2.3

Effective from: 01 March 2020

Next review: July 2024

Classification: Public

Review and maintenance: Product Owner

Approved by: Management Team

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# 1. Definitions

- A. Wherever used in this KSI Software End-User License Agreement (“EULA”) with initial letters capitalized, the following terms shall have the meanings attributed to them in this paragraph or if not present, in Guardtime KSI Definitions and Abbreviations (GT/KSI/DEF).
- B. EULA is a legal agreement between You (either an individual or a single entity) and GuardTime OÜ (“Guardtime”) for the Guardtime Software which referred You to this document.
- C. By installing, copying, or otherwise using Guardtime Software, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, do not install or use Guardtime Software.
- D. If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected.

# 2. Entire Agreement

- A. This EULA represents the entire agreement concerning the Guardtime Software between you and Guardtime, it sets forth Guardtime’s entire liability and Your exclusive remedy with respect to Guardtime Software and supersedes any prior proposal, representation, or understanding between you and Guardtime.

# 3. Grant of License

- A. Guardtime Software is licensed, not sold.
- B. Subject to the terms of this EULA, Guardtime hereby grants you a global, non-exclusive, non-transferable license, without rights to sublicense, to use Guardtime Software for the purpose as set forth in the applicable documentation for Guardtime Software, and to the extent permitted by Guardtime KSI Terms of

Service (GT/KSI/ToS).

- C. You may make copies of Guardtime Software for backup or archival purposes.
- D. You may use Guardtime Software to conduct internal performance testing and benchmarking studies, the results of which You (and not unauthorized third parties) may publish or publicly disseminate; provided that Guardtime has reviewed and approved of the methodology, assumptions and other parameters of the study.

## 4. Limitations

- A. You may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings on Guardtime Software.
- B. You may not (i) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part Guardtime Software to another party; (ii) provide, disclose, divulge or make available to, or permit use of Guardtime Software in whole or in part by, any third party without Guardtime's prior written consent; or (iii) modify or create derivative works based upon the Software.
- C. Except to the extent expressly permitted by applicable law, and to the extent that Guardtime is not permitted by that applicable law to exclude or limit the following rights, You may not decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from Guardtime Software, in whole or in part.
- D. Any supplemental software product(s) provided to You by Guardtime for the support of using Guardtime Software shall be considered as part of Guardtime Software.
- E. You must comply with all applicable laws regarding the use of Guardtime Software.

## 5. Termination

- A. Without prejudice to any other rights, Guardtime may terminate this EULA immediately and without notice if You fail to comply with the terms and

conditions of this EULA. Infringement of clauses giving rise to immediate termination are primarily sections 3.B, 3.C, 4.A-4.C, 4.E and 6.A. In the event of termination, you must destroy all copies of Guardtime Software in your possession.

## 6. Copyright

- A. All titles, including but not limited to copyrights, in and to Guardtime Software and any copies thereof are owned by Guardtime or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of Guardtime Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants You no rights to use such content. All rights not expressly granted are reserved by Guardtime.
- B. Guardtime Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

## 7. Limited Warranty

- A. Guardtime warrants that the media, if any, on which Guardtime Software is delivered will be free of defects and that Guardtime Software will substantially conform to the description contained in the applicable end-user documentation.
- B. Except for the preceding express limited warranty, to the maximum extent permitted by applicable law, Guardtime provides Guardtime Software without any warranties of any kind, express, implied, statutory, or in any other provision of this EULA or communication with you, and Guardtime specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- C. Guardtime does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within Guardtime Software. Guardtime makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb,

logic bomb, or other such computer program.

## 8. Limitation of Liability

- A. To the maximum extent permitted by applicable law, in no event will Guardtime be liable for any lost profits or business opportunities, loss of use, business interruption, loss of data, or any other indirect, special, incidental, or consequential damages under any theory of liability, whether based in contract, tort, negligence, product liability, or otherwise.
- B. Guardtime's liability under this license agreement will not, in any event, exceed the service fees, if any, paid by you for Guardtime Software licensed to you under this EULA. The foregoing limitations shall apply to the maximum extent permitted by applicable law, regardless of whether Guardtime has been advised of the possibility of the damages and regardless of whether any remedy fails of its essential purpose.
- C. Guardtime Software uses strong cryptography, so even if it is created, maintained and distributed from the EU, it falls under certain export/import and/or use restrictions in some other parts of the world. Please remember that export/import and/or use of strong cryptography software, providing cryptography hooks or even just communicating technical details about cryptography software is illegal in some parts of the world. So, when You import this package to Your country, re-distribute it from there or even just email technical suggestions or source patches you are strongly advised to pay close attention to any export/import and/or use laws which apply to You. Guardtime is not liable for any violations You make here; it is Your responsibility.

## 9. Waiver and Modifications

- A. No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted.

# Appendix A: Document Versioning and Review History

Date (MM.YYYY)	Version	Author	Changes
06.2010	1.0	Guardtime	Creation of the document.
01.2019	2.0	Product Owner	<ul style="list-style-type: none"> <li>• Editorial, formatting and general modernization updates.</li> <li>• Matters of the service access refactored to a separate Service Subscription Agreement.</li> <li>• Generalized to be applicable to the software of other KSI related software products, not just KSI Gateway.</li> </ul>
01.2019	2.1	Technical Writer	Format change to be consistent throughout GT documentation.
02.2019	2.1	Legal Team	Legal review and minor updates.
05.2019	2.2.	Product Owner	Changed approver from CEO to Management Team.
01.2020	2.3	Product Owner	Company legal form change (Guardtime AS -> Guardtime OÜ)
05.2021	2.3	Product Owner & Technical Writer	Annual review, no substantive changes. Format change to match other GT documents.
05.2022	2.3	Product Owner	Annual review, no substantive changes.
07.2023	2.3	Product Owner	Annual review, no substantive changes.