

## License Agreement for the Use of the HOB Software Solutions:

**HOB RD VPN**  
**HOBLink JWT**  
**HOBLink Terminal Edition**  
**HOBLink Enterprise Access**  
**HOBLink J-Term**  
**HOBLink VPN**  
**HOBLink Secure**  
**HOB WebSecureProxy**

from HOB GmbH & Co. KG, Schwadermuehlstrasse 3, D-90556 Cadolzburg

Status: 15 January 2008

### 1. Contents and Closure of the Agreement

This license agreement settles the rights and obligations for the above-mentioned software from HOB GmbH & Co. KG between you as the end user and HOB GmbH & Co. KG, D-90556 Cadolzburg. You accept this license agreement when you install or use the software product.

### 2. Copyright and License Exploitation Rights

HOB's copyrights and license exploitation rights cover the entire software including all accompanying material (program code, software structure, features, names, documentation, brands, logos, etc.). The copyrights and license exploitation rights remain the property of HOB. The copyrights, license exploitation rights and rights to use the software are protected by national and international law, patents, contracts and other legal regulations.

### 3. Rights to Use the HOB Software (User Licenses, Client Licenses, Server Licenses, Web-user Licenses, Multi-User Systems)

The buyer does not obtain proprietary rights to the software. The buyer obtains from HOB the licensed right to use the enclosed software solely within the scope agreed upon at the time of purchase, along with the right to make the number of copies of the software that is necessary for the contractually agreed-upon use. The buyer assumes the obligation, through legally binding contracts and/or official instructions, to ensure that the HOB software is only deployed within the bounds of, and not to exceed, the maximum agreed upon scope, and to prevent any non-authorized use.

(1) If you have acquired a "user license," the license grants the right for one specific user per user license to use the HOB software. The HOB software may be used by only as many users as user licenses were purchased.

(2) If you have purchased a “**client license**,” the license grants the right to use the HOB software on **one single workstation** per license, regardless of the number of users who use this workstation. The HOB software may be used on only as many workstations as client licenses were purchased.

(3) If you have purchased “**Web-user Licenses**,” these licenses grant the right to simultaneous use of the HOB software by anonymous or authenticated Web users in the amount of purchased Web-user licenses. A Web-user license hereby corresponds to **one** connection by one anonymous or authenticated user.

(4) If you have purchased “**Concurrent Session Licenses**,” the number of users who can **simultaneously** use the HOB software is limited to the number of “Concurrent Session licenses” that were purchased, regardless of the number of potentially possible users.

(5) The use of the HOB software with a “**Server License**” on one or several servers for multiple and/or for simultaneous use is only permissible to the same extent as user or client licenses were purchased.

(6) If you have purchased a “**Server License**,” which is limited to the maximum-possible performance capacity of the server or servers for which the license was purchased, the HOB software may only be used over the server or servers having no more than the performance capacity, and only within the scope, for which user rights were purchased. If several virtual machines are used on a server, each virtual machine is considered its own server. Thus, for each virtual machine a server license must be purchased. If changes made to servers result in increased performance capacity, user rights adapted to the server's higher performance capacity must be purchased.

The creation of the technical possibility to use the HOB software beyond the agreed upon scope is in itself a violation of the rights held by HOB, this license agreement and other legal regulations. Concurrent and/or multiple use of the HOB software on several computers or servers, or in multi-user systems, without the user licenses required for such use, is not permitted and constitutes a violation of the rights held by HOB. Whether or not the software actually is used exceeding the agreed upon scope is irrelevant as regards the violation of these rights.

Without the appropriate licensing of the HOB software, you are not authorized to configure and/or use the software and are in violation of HOB's internationally protected rights.

#### **4. Modification Prohibition for the Software**

The software may not be broken down into components for any other use; nor may it be altered, decompiled, disassembled, nor integrated in whole or in part into any other programs. The software license may not be shared.

#### **5. Subscription/Update Rights**

At the time of purchase the buyer obtains the right, within one year of the billing date, to download from the HOB website update versions of the software which were released for

sale within this period of time ("Subscription"). Prerequisite to the free subscription is an online-registration at <http://www.hobsoft.com/support/Registration.jsp>. Subscription is only possible within this subscription period or within the scope of a Subscription or Maintenance Agreement. After the subscription period has expired, and if neither a subscription nor a maintenance agreement is in force, in the event of additional licenses being required, all software licenses will have to be purchased anew.

## **6. Updates und Upgrades**

The licenses for updates and upgrades form, together with the license for the original software, a single legal unit and may be used only in conjunction with the original software. The number of licenses is not changed by updates or upgrades. Sections 2 to 5 apply in the same manner. Only in the event of cross updates are third party manufacturer software licenses replaced by those of HOB software.

If the buyer purchases updates and upgrades to existing HOB software licenses, the buyer is entitled to use either the updated/upgraded version or a previous version of the HOB software. The software licenses of the updated/upgraded version and the version actually in use remain one legal unit. The utilization rights are limited to the number of actually purchased licenses. Warranty or maintenance can only be claimed for the last purchased software version.

## **7. Backup Copies**

The software may be copied for backup purposes only. Any other copying of the software or accompanying material is not permitted. The software may not be rented, loaned, transferred to third parties or made in any way accessible to third parties, unless previously and explicitly permitted in accordance with Section 8 of this license agreement.

## **8. Transferal of the License Agreement**

There is one exception to the prohibition of transferring the software to third parties (see Section 7). The legally acquired rights as stated in Sections 2 to 5 of this license agreement may be transferred to a third party only if these rights are transferred under the condition that the third party unreservedly assume all rights and obligations of this license agreement. The transfer must include all copies of the software, all accompanying material, the latest software version and all previous software versions. A partial transfer is not permitted.

## **9. Limited Warranty**

HOB software is delivered "as is," without any explicit or implicit guarantee of being completely flawless or being suited for any specific application. For a period of six months from the date of delivery, HOB guarantees that the software will function as described in the documentation and is free of substantial defects. Should you discover any defects, HOB must be informed of them and they must be described in such a way that HOB is able to detect their causes and remedy them. HOB reserves the right to decide whether to improve the software product or replace it. If the cause of the defects is determined not to lie with HOB, but with the end-customer or a third party, HOB can bill the original claimant for any resulting expense. Any further warranty by HOB and its distributors, in particular for non-

warranted qualities and/or consequential damages, is excluded. In any event, the liability of HOB and/or its distributors is restricted to the actual license fee paid for this software.

#### **10. Retention of Title and Duration of License Agreement**

The rights stipulated in this license agreement are finally transferred to the customer after the purchase price has been paid in full. The license agreement has no time limitation. The license agreement terminates with the complete and final destruction of the software product, including all components and any accompanying material.

#### **11. Other**

In the event that stipulations of this license agreement become ineffective, either in part or in full, the effectiveness of the other stipulations is not affected. The ineffective stipulation will be replaced with a stipulation that fulfills, as closely as possible, the intention and purpose of the original stipulation. Changes to this License Agreement require written form to be valid. A revocation of the requirement to make any changes in writing must also take place in written form. Supplementary agreements are not affected. This license agreement is subject to the laws of the Federal Republic of Germany, place of fulfillment is Cadolzburg, Germany, court of jurisdiction is Nuremberg-Fuerth, Germany.

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