

## END-USER LICENCE AGREEMENT for Frama e-communications: RMail

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### General Provisions

Frama Communications AG (FRAMA), Dorfstrasse 6, 3438 Lauperswil, Switzerland, shall be entitled as Partner of RPost Communications Ltd (LICENSER) to sell the RPost Services (SERVICES) worldwide. The SERVICES are sold under the "e-communications: RMail" brand by FRAMA.

Subject to the terms and conditions of this EULA, FRAMA and LICENSER grants to the licensee a limited, non-exclusive, non-transferable, personal license to install, run and use the SERVICES.

Data processing by FRAMA or LICENSER or by third parties is performed solely for the purpose of our Customers and used to provide SERVICES requested by Customers. Data processing is currently realised solely in a country of the European Union.

### General Terms and Conditions

By using SERVICES or Software enabled service provided by FRAMA, you accept the terms and conditions, rights and restrictions of this FRAMA End-User License Agreement ("EULA"). Use of SERVICES or Software indicates that this EULA and the Legal Notice of LICENSER posted at <http://www.rmail.com/> has been read and understood by the customer(s) and End-User(s) accepting this EULA. The use of SERVICES or click of the "yes" or "accept" button of any posted EULA is a symbol of your signature and that you accept the terms of the EULA.

This EULA is a legal agreement between you (either an individual or a single entity) and FRAMA for limited use of SERVICES or Software including associated media, printed materials, and any online documentation ("SOFTWARE"). FRAMA reserves the right to revoke all SERVICES privileges from any End-User that uses the SERVICES or Software for unsolicited email marketing or for any other unauthorized or illegal use. Those who choose to install SERVICES, Software or use the SERVICES in any way agree to comply with the General Terms and Conditions of this EULA.

### 1. DEFINITIONS

Capitalized terms used in this Agreement without definition will have the meanings set forth below:

FRAMA means Frama Communications AG, 3438 Lauperswil, Switzerland, a corporation organized and doing business using the trade name e-communications: RMail, as well as any of its subsidiaries or affiliates.

LICENSER means RPost Communications Ltd, Bermuda, a corporation organized and doing business using the trade name RPost, as well as any RPost subsidiaries or affiliates.

SERVICES means the Service created, owned and powered by LICENSER'S technology that tracks the delivery of email and provides a return receipt to the sender of email with a time/date seal and authenticates both the contents and any attachments of an email message with hashing algorithms and digital encryption signatures, providing verification that a message was sent and delivered to the recipient's mail server and sold worldwide by FRAMA under the e-communications: RMail brand.

TRUSTED SERVICE PROVIDER is provider of non-qualified and qualified services in accordance with the EU regulation 910/2014 [eIDAS].

NON-QUALIFIED SERVICES means the TRUSTED SERVICE PROVIDER and the SERVICES comply with the requirements of the EU regulation 910/2014 [eIDAS] of NON-QUALIFIED SERVICES.

QUALIFIED SERVICES means the TRUSTED SERVICE PROVIDER and the SERVICES complies with the requirements of the EU regulation 910/2014 [eIDAS] of QUALIFIED SERVICES and are certified as such.

Words in quotation marks used in this Agreement without definition will have the meaning set forth below:

"Customer" means a company or individual person who has bought a licence for the use of the SERVICES or software at FRAMA.

"End-User" means an individual that is authorized by customer to use SERVICES or Software.

"e-communications: RMail partner" means a company that is acting as a reseller of FRAMA and LICENSER, marketing or otherwise promoting SERVICES with specific terms described in a separate written agreement with FRAMA.

"Software" is a general term for the various kinds of programs to operate computers and related devices, in practice needed to ensure that the SERVICES operations run smoothly.

"Unit" means one message recipient per five (5) Mega Byte email size.

## 2. SERVICES AND SOFTWARE

### 2.1 Implementation

FRAMA and LICENSER grants Customer a limited license to use the SERVICES, enabling Customer and/or End-Users use SERVICES by routing their outbound email tagged for registration through the FRAMA'S or LICENSER'S servers.

The Software, the SERVICES are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold. This EULA grants you the following rights:

- (a) Software. You may install, use, access, display, run, or otherwise interact with multiple copies of the Software, on a single computer, workstation, terminal, handheld PC, pager, "smart phone," or other digital electronic device ("Computer") as long as the Service is used under the same account information or email-address.
- (b) A license for the Software may not be shared or used concurrently on different Computers, unless the service plan does not require individual computer licenses.
- (c) Reservation of Rights. All rights not expressly granted are reserved by FRAMA or LICENSER.

### 2.2 Authentication

Each Registered Receipt™ email and each email that has an RMail Digital Seal® mark may be authenticated up to five times within the first seven years from the date of sending of the corresponding e-communications: RMail message, with no additional fees to the sender. Beyond five authentications or seven years from the date of sending of the corresponding e-communications: RMail message, the entity requesting authentication will be assessed a fee prior to the authentication if the requesting party is not a current fee-paying Customer or if FRAMA deems at its sole discretion that the volume of authentication requests are an abuse of the SERVICES.

### 2.3 Service Fees

FRAMA may, at any time, notify the Customer about a change in fees, terms, and conditions of SERVICES. Those fees will be agreed to by Customer as indicated by continued use of the SERVICES seven business days after notification has been sent and received by the recipient mail server of record. An End-User is defined as one sender email address. Monthly and annual licenses automatically renew each month or year respectively, unless and until service is cancelled in writing. Pre-paid purchases of packages of End-User Licenses or Units automatically re-charge unless service is cancelled in writing. Unused Units expire 12-months after purchase or re-charge on annual licenses and unused Units expire at the end of each month on monthly licenses. Usage over the use allocation in ordered service plans or packages causes an Overage Fee that is calculated by the number of overage Units or End-Users charged as per the selected service price list. The transfer of units to other accounts is not possible.

### 2.4 Restrictions

- (a) Customer must maintain all copyright notices on all copies of the Software.
- (b) Limitations of Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the Software or Service.
- (c) Rental. You may not rent or lease or lend the Software or Service.
- (d) Software Transfer. You may permanently transfer all of your rights under this EULA one time, provided you retain no copies, you transfer all of the Software (including all component parts, the media and printed materials, any upgrades, this EULA and, if applicable, the Certificate of Authenticity), you do not receive any payment or other compensation for transferring the Software and the recipient agrees to the terms of this EULA, which includes payment of SERVICES to FRAMA or LICENSER. If the Software portion is an upgrade, any transfer must include all prior versions of the Software if they exist in your possession.
- (e) Support Services. FRAMA may provide Customer with support services related to the Software or Service ("Support Services"), in its discretion. Use of Support Services, if any, is governed by the FRAMA'S or LICENSER'S policies and programs described in other FRAMA'S or LICENSER'S materials. Any supplemental Software code provided to you as a part of Support Services shall be considered part of the Software and subject to the terms of this EULA. With respect to technical information you provide to FRAMA or LICENSER as part of the Support Services, FRAMA or LICENSER may use such information for its business purposes, including for product support and development. FRAMA or LICENSER will not utilize such technical information in a form that personally identifies you except to the extent necessary to provide you with support.
- (f) Replacement, Modification and Upgrade of the Software or Service. FRAMA or LICENSER reserves the right to replace, modify or upgrade the Software or Service at any time by offering you a replacement or modified version of the Software or such upgrade and to charge for such replacement, modification or upgrade. Any such replacement or modified Software code or upgrade to the Software or Service offered to you by FRAMA or LICENSER shall be considered part of the Software and subject to the terms of this EULA (unless this EULA is superseded by a further EULA accompanying such replacement or modified version of or upgrade to the Software). In the event that FRAMA or LICENSER offers a replacement or modified version of or any upgrade to the Software or SERVICES, (i) your continued use of the Software or SERVICES is conditioned on your acceptance of such replacement or modified version of or upgrade to the Software or SERVICES and any accompanying superseding EULA and (ii) in the case of the replacement or modified Software, your use of all prior versions of the Software is terminated.
- (g) Message Limitations. The amount of bandwidth allotted per End-User is limited to 20 MB per message or to any other limitation that will be announced by FRAMA from time to time unless the message is transmitted using large file transfer SERVICES for which the limit is 200 Mega Bytes per message or any other limitation that will be announced by FRAMA from time to time. Messages exceeding these limits may not be processed due to bandwidth constraints, inbound or outbound limitations. Messages less than these limits may not be processed due to bandwidth constraints of sending or receiving parties to the transmission or other factors external to the e-communications: RMail system. You agree that FRAMA is not responsible or liable for the deletion or failure to process messages. RPost shall have no obligation to maintain any content in your account or to forward messages to you or any third party.

## 3. TAXES

Customer will pay or reimburse FRAMA or LICENSER for any applicable sales or use or similar taxes, or value-added taxes or charges, however designated, levied or based, on the charges for provided SERVICES rendered under this Agreement.

## **4. PROPRIETARY RIGHTS**

### **4.1 Proprietary Rights**

Customer hereby agrees and acknowledges that LICENSER is the sole and exclusive owner of LICENSER'S technology, processes and SERVICES (including the Software), and all LICENSER'S copyrights, trademarks, service marks, trade secrets, patents, and other proprietary rights used in connection with the SERVICES.

### **4.2 Promotional Activities**

Customer agrees to permit FRAMA and LICENSER to use Customer's logo and name on the FRAMA'S and the LICENSER'S Website unless Customer requests in writing that it not be used. Customer agrees to be listed in FRAMA'S and LICENSER'S published Customer reference list and discussed in FRAMA'S case studies in connection with Customer's use of SERVICES unless Customer requests in writing that it not be listed. Customer also grants FRAMA and LICENSER the right to issue press releases announcing the Customer relationship and identifying the type of SERVICES purchased by Customer unless Customer requests in writing that one not be issued.

## **5. CONFIDENTIAL INFORMATION**

### **5.1 Definition**

Confidential Information shall include any non-public information regarding the SERVICES or business of a party (and, if either party is bound to protect the confidentiality of any third party's information, of a third party) where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, any email that is being processed by the Service during processing of the email transaction, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary as well as information specifically identified as Confidential Information in this Agreement.

### **5.2 Disclosures and Use**

Each party agrees to safeguard the confidentiality of Confidential Information of the other party with the same degree of care as it applies to its own confidential information, but in no case less than reasonable care.

### **5.3 Remedies**

Notwithstanding any other provisions of this Agreement, the disclosing party shall be entitled to seek a court injunction to protect its interests in the event of any breach or threatened breach by the receiving party of this Section.

## **6. PRIVACY**

### **6.1 Collection and Use of Customer Information**

FRAMA and LICENSER collects the following information when a Customer uses the SERVICES: name of the Customer, name of Sender, Email address of the intended recipient, size of the email file sent, the Signature Password, and information listed within parenthesis on the subject field of the SERVICES message. This information is used by FRAMA for billing purposes and the provision of the SERVICES and is Confidential Information of Customer. In some instances, FRAMA or LICENSER may require that Customers provide FRAMA or LICENSER with a password to access the SERVICES. Passwords are Confidential Information of Customer. The SERVICES and also the Software do not store any email or authenticating information relating to email processed by the Software or SERVICES, except in the case of the sender opting to use the large file transfer service or in some instances, a managed receipt archive service. You acknowledge and agree that large file transfer service links to files uploaded at the request of the End-User and these links are public and non-secure, in that such links may be forwarded freely to any third party by your designated recipients, or forwarded by other third parties whom you did not designate, unless the service encryption options are used with the large file transfer service. FRAMA and LICENSER assume no responsibility for the security, confidentiality or privacy of files uploaded via this feature when the encryption options are not used. By using this feature without encryptions options, you acknowledge and agree: (i) to assume sole responsibility for the content of any files uploaded, hosted and/or transmitted; and (ii) to assume any liability arising from your transmission of, and/or any third party's receipt of, your uploaded files, even if you did not designate the recipient in your original large file transfer submission. In the event that FRAMA or LICENSER, in its sole discretion, determines or suspects that any uploaded file(s) constitute(s), or may give rise to, a violation of any law, copyright, trademark, regulation or this Agreement, or you are otherwise in breach of any provision of this Agreement, FRAMA and LICENSER reserves the right to remove your stored file(s) and/or to deactivate links to stored file(s) without further notice to you.

### **6.2 Privacy Laws**

FRAMA and LICENSER abide by practices and procedures to meet the requirements of the privacy laws of all countries and territories in which the SERVICES are sold by FRAMA or an e-communications: RMail partner.

### **6.3 Access to Contents of Service messages**

Customer understands and agrees that FRAMA and LICENSER may have access to the content of Service messages only in the event that such access is required (i) to repair a Service server or otherwise ensure the smooth operation of the Service; (ii) to investigate or prevent the abuse of the Service; or (iii) as otherwise provided in Section 5 of this Agreement. Such contents are Confidential Information of Customer and subject to the provisions of Section 5.

## **7. NO WARRANTIES**

### **7.1 Failure to Provide Service**

Customer will be notified if the Service is unavailable. Customer's sole and exclusive remedy for any failure to provide the SERVICES is that FRAMA will re-perform the applicable Service. FRAMA and LICENSER have no other responsibility or liability for any such outage or any failure to deliver an email.

### **7.2 Undeliverable messages**

The Service will return a Registered Receipt(tm) to the sender. If a Registered Email® message is undeliverable, the e-communications: RMail Receipt(tm) will notify the sender of such delivery status. There is no additional responsibility to re-deliver that email. It is solely the responsibility of the Sender to re-deliver that email. The Service will charge for sent messages that are undeliverable.

### **7.3 Passwords**

The End-User is solely responsible for the security and privacy of their Signature Password and any other password that may be associated with the SERVICES. FRAMA and LICENSER maintain confidentiality of all such passwords and do not disclose such passwords to any company or organization.

#### **7.4 Digital Seal®**

FRAMA and LICENSER make no warranty that the RMail® Digital Seal mark will remain valid in all email systems of all recipients and as that Registered Email message sent and with a "Digital Seal" mark is forwarded. FRAMA and LICENSER make no representation that a Registered Email® message with a Digital Seal mark will have the Digital Seal mark remain associated with the message at or after that message reaches its first destination. FRAMA and LICENSER make no representation that the Service will be capable of sending all email, tagged by the End-User for digitally sealing, with a Digital Seal mark. Further, FRAMA and LICENSER do NOT claim that Digital Seal techniques can prove the identity of the End-User or sender of the Digitally Sealed SERVICES message.

#### **7.5 Neither LICENSER nor FRAMA**

control Customer's desktop computer hardware, Software and network services provided by Customer to allow access to the SERVICES. The computer desktop and network performance and/or non-performance can impair or disrupt Customer's connections to email, the Internet, or portions thereof, and the transmission of data. Accordingly, FRAMA, LICENSER and all e-communications: RMail Partners disclaim any and all liability resulting from or relating to such events. The service is provided "as is" and "with all faults," and FRAMA AND LICENSER make no additional warranties or representations, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose or title or arising from a course of dealing, usage or trade practice. e-communications: RMail Partners make no warranties or representations whatsoever to Customer.

FRAMA, LICENSER and their suppliers and e-communications: RMail Partners provide the Software "as is" and with all faults, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including but not limited to any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, and of lack of negligence or lack of workmanlike effort. Also, there is no warranty or condition of title, of quiet enjoyment, or of non-infringement. The entire risk arising out of the use or performance of the Software is with you.

#### **7.6 QUALIFIED SERVICES**

The SERVICES are currently not certified in accordance with the requirements and specifications of EU Regulation 910/2014 [eIDAS] and do not comply presently with the requirements of qualified services.

### **8. INDEMNIFICATION**

#### **8.1 Customer Indemnification Obligations**

Customer shall indemnify and hold FRAMA, LICENSER and any e-communications: RMail Partners harmless against any claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of or connected with data or content in Customer's systems or Web site or in Customer's or End-User's email or otherwise used or transmitted by Customer or End-User, or arising out of or connected with Customer's business activities. Further, Customer shall indemnify and hold FRAMA, LICENSER and any e-communications: RMail Partner harmless against any claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of or connected with any failure in a delivery of a message or failure in any authentication of an email with an RMail Digital Seal(tm) or a Registered Receipt(tm) email or arising out of any use of the SERVICES.

#### **8.2 Conditions to Indemnification**

The indemnity obligations set forth in this Section are contingent upon: (a) the indemnitee giving prompt written notice to the indemnitor of any such claim(s); (b) the indemnitor at its option having sole control of the defence or settlement of the claim; and (c) at the indemnitor's request and expense, the indemnitee cooperating in the investigation and defence of such claim(s).

#### **8.3 FRAMA and LICENSER**

will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against the Customer which arise out of or result from the infringement of any copyright, patent, trademark, or misappropriation of a trade secret relating to FRAMA'S AND LICENSER'S SERVICES; provided that Customer (a) promptly gives FRAMA notice of the claim, suit, action, or proceeding; (b) gives FRAMA sole control of the defence and related settlement negotiations; and (c) provides FRAMA with all reasonably available information and assistance necessary to perform FRAMA'S obligations under this paragraph. If FRAMA service is held to infringe any intellectual property right, FRAMA may, in its sole discretion and at its own expense, either procure a license that will protect the Customer against such claim without cost to the Customer or replace FRAMA service with a non-infringing service. Provided that FRAMA complies with this Section, Customer shall have no remedy against FRAMA, except it may at its option terminate the EULA.

### **9. LIMITATION OF LIABILITY; LIMITATION OF REMEDY**

#### **9.1 Principle**

Any and all liability on the part of FRAMA, LICENSER and e-communications: RMail partner to the Customer or third party is excluded for non-performance or defective performance of the contract provided this was not due to willful or gross negligence. Liability is likewise excluded for any unintentional disclosure or damage to or deletion of data sent and received through the RMail system.

#### **9.2 Consequential damage**

FRAMA, LICENSER and e-communications: RMail partner are not liable to the Customer or third party for any claims or claims for damages. Excluded in particular is any liability for losses or damages arising as a result of the loss of data and the impossibility of obtaining access to the Internet and the service or sending and receiving information, brought about by delays, failure of or interruption to the service caused by FRAMA and LICENSER.

#### **9.3 Damage caused by third parties**

FRAMA, LICENSER and e-communications: RMail partner are not liable for damage caused to the Customer by third parties as a result of a misuse of the connection (including viruses).

#### **9.4 Interruption of service**

FRAMA, LICENSER and e-communications: RMail partner assume no liability for interruptions of service which are due to trouble shooting, maintenance, the introduction of new technologies or similar purposes. FRAMA, LICENSER and e-communications: RMail partner warrant neither access to their system at all times, nor the failure-free and uninterrupted functioning of their system.

#### **9.5 Limitation of Damages**

In no event shall FRAMA, LICENSER or e-communications: RMail partner be liable for any indirect, direct, consequential, incidental, special, punitive or other damages, including without limitation loss of use, interruption of business, loss of data or loss of profits, or loss due to a dispute involving the validity of a Registered Receipt(tm) email, its contents, or delivery status interpretation, arising out of or in any way connected with this agreement, the SERVICES or any Software applications, even if FRAMA, LICENSER or e-communications: RMail partner have been advised of the possibility of such damages. In no way shall any End-User or Customer act as an agent in litigation against FRAMA, LICENSER or e-communications: RMail partner to represent them in litigation against LICENSER. In no event will FRAMA, LICENSER and e-communications: RMail partner have liability for any amount in excess of the amounts paid per Unit of a Registered Email® message by Customer under this agreement. In no event shall any e-communications: RMail partner be liable for any damages whatsoever arising out of or connected with this Agreement or the SERVICES.

#### **9.6 Customer Content**

In no event shall FRAMA, LICENSER or any e-communications: RMail partner be responsible or liable with respect to any inaccuracy, illegality, misinformation or any violation of a third party right or interest associated with or directly or indirectly arising out of the Customer's content.

#### **9.7 Customer Equipment**

FRAMA, LICENSER and e-communications: RMail partner assume no liability for damage to, or loss of, any Customer equipment or data resulting from any cause.

#### **9.8 Limitation of Remedy**

If FRAMA, LICENSER or e-communications: RMail partner fails to cure a default under this Agreement or a Schedule within 60 (sixty) days of Customer's written notice of the default and its intent to terminate, Customer's sole and exclusive remedy is the right to terminate the SERVICES and obtain a refund of only charges paid in advance (other than charges specified as non-refundable), if any, for the terminated portion of the SERVICES.

### **10. TERM AND TERMINATION**

#### **10.1 Term and Termination**

This Agreement shall commence on the Effective Date or Installation Date and continue unless either party terminates the agreement to an end of a month with a notice period of fourteen (14) days.

#### **10.2 Effect of Termination**

Upon termination of the SERVICES, Customer must cease using the SERVICES and the Enabling Software and all rights and obligations of the parties shall cease, except for the payment obligations and as provided in Section 11.7. Termination shall not relieve Customer of the obligation to pay any fees owing to the date of termination. Upon termination of this Agreement, each party will return to the other party any Confidential Information, Software, of such other party, which is in its possession.

### **11. GENERAL**

#### **11.1 Relationship of Parties**

Nothing in this Agreement will be construed to imply a joint venture or partnership. FRAMA and LICENSER are interested parties of the sender and FRAMA and LICENSER act as Agents of the sender of message. If the sender would like FRAMA or to turn off authentication capabilities for a particular e-communications: RMail receipt, FRAMA or LICENSER will do so and reserves the right to charge the sender a fee for this additional service request. FRAMA and LICENSER requests that the Customer provide periodic feedback about how FRAMA and LICENSER can improve the service. Customer agrees that they are in no way an employee of FRAMA and LICENSER will be considered an independent contractor when performing SERVICES under this Agreement.

#### **11.2 FRAMA and LICENSER Testimony**

In the event that FRAMA or LICENSER personnel are subpoenaed or otherwise asked to give testimony in any disputes between a Customer and any third party, which involves the Software or SERVICES, the Customer agrees to pay FRAMA or LICENSER for its services at a rate of €350.00 per hour per person, plus reasonable travel and other expenses.

#### **11.3 Assignment of Rights and Obligations**

Customer shall not assign any of the rights or obligations under this Agreement without the prior written consent of FRAMA or LICENSER, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Customer may assign its interest herein, upon written notice to FRAMA or LICENSER, to a subsidiary of Customer's or to an entity that acquires substantially all Customer's assets or business which expressly assume Customer's obligations. The rights and liabilities of the parties hereto will bind and inure to the benefit of its respective successors and assigns. Nothing in this agreement shall be construed as to prohibit FRAMA or LICENSER from outsourcing provision of any part of the SERVICES or from offering the e-communications: RMail service under the brand of an e-communications: RMail Partner.

#### **11.4 Complete Understanding; Modification**

This Agreement constitutes the entire agreement between the parties relating to its subject matter and this Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter and may not be changed unless mutually agreed upon in writing by both parties. No different or additional terms set forth in a purchase order or other communication will be binding on FRAMA or LICENSER unless FRAMA or LICENSER specifically agrees in writing to such different or additional terms. An Officer of FRAMA or is required to authorize any changes on behalf of FRAMA and LICENSER. This agreement is binding if accepted in electronic form or by written signature by the Customer.

#### **11.5 Notices**

Any notices required or permitted hereunder must be given as follows: to FRAMA at the email address: e-communications\_hotline@frama.com.

#### **11.6 Governing law; consent to jurisdiction**

This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of Switzerland. Place of fulfilment and sole court of jurisdiction for all disputes arising from this EULA is FRAMA'S place of business, in practice the competent court "REGIONALGERICHT EMMENTAL-OBERAARGAU, 3400 Burgdorf, Switzerland. Any modification to the foregoing agreement concerning the applicable law and the competent court shall require the written form in order to be valid.

#### **11.7 Survival of Obligations**

The rights and obligations with respect to Proprietary Information, Confidential Information, Privacy, Warranties, Indemnification, Limited action of Liability, and Disclaimers shall survive the termination or expiration of this Agreement.

#### **11.8 Amendments**

This Agreement may not be modified or amended except by written instrument signed by an authorized representative of both parties.

#### **11.9 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. All electronic versions of the Agreement shall be deemed as valid as originals. If the Enabler Software is successfully installed and the terms are acknowledged during the installation process, than this Agreement shall be deemed as valid as original in electronic form.

#### **11.10 Litigation**

If the Customer is involved in litigation where the e-communications: RMail system is in question, the Customer is required to notify FRAMA and LICENSER and FRAMA and LICENSER reserve the right to defend the Registered Email® e-communications: RMail system in the litigation.

**11.11 Legal Notice**

FRAMA or LICENSER do not offer any legal advice, opinions, or guidance. Use of any of the materials or information contained on written material or on FRAMA's web sites or within any FRAMA or LICENSER sponsored white papers or marketing material should be used with caution and with no risk or liability to FRAMA or LICENSER. You should seek your independent legal counsel if you have any legal questions and not rely on any of the FRAMA or LICENSER'S materials as legal opinions.