

SOFTWARE AND SERVICE LICENCE TERMS: DRUMLIN and JAVELIN PDF SOFTWARE

GRANT OF LICENCE: This Licence is granted by DRUMLIN SECURITY LTD (DRUMLIN SECURITY) to you ("the Licensee") to use the Drumlin PDF Reader/Publisher software and/or the Javelin PDF reader software ("the Licensed Software") upon the terms and conditions contained herein. By installing the software and by selecting the "accept" option where provided you are agreeing to be bound by the terms of this Licence.

USE: The Licensee shall be entitled to use the Licensed Software in order to view, print, securely publish and distribute portable document format (PDF) document files and other supported file formats as shall from time to time be made available. Distribution may be made in any of the formats supported by the Drumlin software and includes permission to separately distribute the Javelin reader software without charge. The Licensee is only permitted to securely publish files for which they are the author and owner, or for which the owner and author have given written permission for their publication by the Licensee. Where the Licensee is not the owner or author of such files they may only publish files provided by a member of their immediate family or on behalf of their registered corporate business entity. Licensees are entirely responsible for the content of any files that they publish using the Licensed Software. This Software License is non-exclusive and non-assignable. If the Licensee transfers possession of any copy of the Licensed Software to any other party (except to a successor in interest of the Licensee's business or other activities that assumes all of the Licensee's obligations with respect to the Licensed Software), the Licensee's rights in the Licensed Software will be automatically terminated. The Licensee shall not in any way alter or interfere with or permit any alteration or interference with Licensed Software or modules thereof nor directly or indirectly seek or attempt to extract copyrighted material from any secured documents viewed. Installation of the Licensed Software and any associated software provided by third parties such as the Microsoft Corporation or Apple Inc shall be entirely at the Licensees own risk.

CONFIDENTIALITY: The Licensee agrees that both during and after the term of this Licence the Licensed Software and any documents information or material relating to its design or construction shall not except only as provided for in this Licence, be reproduced nor disclosed to others in whole or in part. The Licensee further agrees that the content of any published material provided in DRUMLIN SECURITY'S DRM, DRMx, DRMz formats and EXE format that is subject to copyright as indicated by the publisher shall be kept confidential and may not be reproduced nor disclosed to others in whole or in part by any means.

PATENTS COPYRIGHTS ETC.: The Licensee agrees to notify DRUMLIN SECURITY of any claims that the Licensed Software infringes any patent registered design or copyright or other intellectual property right. If notified promptly in writing of any action and all prior claims relating to such actions brought against the Licensee based on a claim that the Licensed Software infringes any patent registered design or copyright or other intellectual property right DRUMLIN SECURITY will defend such actions at its expense provided that DRUMLIN SECURITY shall have sole control of the defence of the same and all negotiations for its settlement or its compromise in relation to any such action or claim relating to the Licensed Software. DRUMLIN SECURITY shall not have any liability to the Licensee under any provision of this Clause if the patent registered design or copyright infringement or claim thereof is based upon the use of Licensed Software in a manner for which Licensed Software was not designed or if the licensee or any third party has altered modified or otherwise changed the Licensed Software.

WARRANTY: DRUMLIN SECURITY provides the software "as is" without warranty or condition of any kind either express or implied including without limitation any implied warranties or conditions of merchantability or fitness for a particular purpose or durability. DRUMLIN SECURITY does not warrant that the Licensed Software will be error free or that use of the Licensed Software will meet the Licensees or any end user's needs. The Licensee represents that it has the expertise to evaluate the suitability of the Licensed Software for its own use and has the necessary skill and judgement to undertake testing of the said Licensed Software. Licensees publishing secured DRM, DRMx or DRMz files and EXE files must ensure for themselves that they are completely satisfied with the level of security and functionality provided in the software and associated service, for each release or update of these facilities. DRUMLIN SECURITY warrants that it is the owner of the Intellectual Property Rights in and to the Licensed Software and that it has all rights necessary for the grant of the rights and licenses effected by this Software License, including portions of this product that are copyright Glyph & Cog LLC and D-Type Solutions. The warranties contained in this Clause are all the warranties given by DRUMLIN SECURITY and all other warranties as to fitness for purpose and the like whether express or implied are hereby excluded. The liability to a Licensee for the failure of the Drumlin software or services to satisfy such warranties will be limited to a return by DRUMLIN SECURITY of the amount paid by the Licensee, if any, for the Licensed Software.

REGISTRATION AND SERVICE: Licensees may choose to register their copy of the Licensed Software (Drumlin) with DRUMLIN SECURITY in order to receive software updates, to be able to use the secure publishing facilities provided within the software, and to authorize and view Drumlin files via the Drumlin

DRM Service. DRUMLIN SECURITY may make use of such registration information to advise users of updates and developments to its services and to confirm the details of document authorization and usage to the publishers of the documents in question, but not otherwise. DRUMLIN SECURITY confirms that it will protect and not otherwise provide user registration details to any other third party. Details and terms of service regarding DRUMLIN SECURITY web-based services are provided on the Service web site. Service is not guaranteed to be available at all times.

EXCLUSION OF CONVENTION: The application of the United Nations Convention on Contracts for the International Sale of Goods will not apply to any part of this License or any transaction relating to this License.

TERMINATION: This Licence will be terminated immediately upon the happening of any of the following events: If the Licensee shall fail to observe or perform any of the material terms and conditions of this Licence or shall do or allow to be done any act or thing which will jeopardise the rights of DRUMLIN SECURITY in the Licensed Software or any part thereof and in particular but without prejudice to the generality of the foregoing if the Licensee shall make or allow to be made unauthorised copies of the Licensed Software or if (other than required by Law) the Licensee imparts or divulges the contents of Licensed Software to any third party (other than the Licensee's employees, directors and professional advisors without the prior written consent of DRUMLIN SECURITY and if the breach is capable of remedy, shall have failed to remedy the same within 30 days of receiving notice from DRUMLIN SECURITY to do so. Any termination by DRUMLIN SECURITY under the provisions hereof shall be without prejudice to any other right or power of remedy available to it and without prejudice to its rights to sue for any antecedent breach of this Licence. Any breach or default by the Licensee shall not be taken to constitute a combination or waiver of the same or any other breach or default by the Licensee. Upon termination of this Licence the Licensee shall no longer be in possession of any Licensed Software with the consent of DRUMLIN SECURITY and shall forthwith at its cost and risk delete all copies of the Licensed Software in its possession or control. DRUMLIN SECURITY also reserves the right to terminate the use of a particular version of the Licensed Software and/or use of specific secured documents for technical, security or copyright reasons. All registered Licensed Software has an account expiry date. On reaching this date the Licensee will no longer be able to use the Licensed Software unless they request that their account validity date be extended. DRUMLIN SECURITY agrees to extend the account validity subject to the Licensee not having been in breach of any of the terms of this Agreement and subject to the associated services provided by DRUMLIN SECURITY continuing to be provided. The obligations upon the Licensee shall remain in force following any termination of this License for whatever reason.

WHOLE AGREEMENT: Unless otherwise amended in writing by authorized signatories for both DRUMLIN SECURITY and the Licensee this License represents the whole Agreement between DRUMLIN SECURITY and the Licensee and supersedes all prior or contemporaneous communications whether written, electronically communicated or oral. If any provision of this Agreement is or becomes ineffective or there is an omission from this Agreement this shall not affect the legal validity of the remaining provisions.

DISPUTE RESOLUTION: Any dispute in respect of this License must be notified to the other party in writing within 28 days of installation of the Licensed software or the installation of an update to the Licensed software with details of any grievance and may only be pursued if the other party has failed to provide a prompt and effective remedy, having full consideration of the terms of the License. Unless otherwise agreed any unresolved dispute must be referred to an arbitrator in the UK appointed by DRUMLIN SECURITY whose decision shall be binding on the parties.

LAW: This Agreement shall be interpreted according to the Laws of England and the parties agree to the exclusive jurisdiction of the English courts.