Software license agreement

Ubunye Holdings END USER LICENSE AGREEMENT

UBUNYE HOLDINGS IS WILLING TO LICENSE THE ACCOMPANYING SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT (THIS "AGREEMENT").

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE INSTALLING THE SOFTWARE. BY CLICKING ON THE "YES" BUTTON, YOU HEREBY CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "NO" BUTTON.

- 1. Grant of License. UBUNYE HOLDINGS and all its subsidiaries and associates, including but not limited to UBUNYE GIBRALTAR, UBUNYE SOUTH AFRICA and UBUNYE SPAIN ("Ubunye") grants a non-exclusive and non-transferable license ("License") to you for the use of SCANNERVISION and AIVIKA and any other product that Ubunye might trade in (the "Software").
- 2. Restrictions. You may not (a.) copy, modify, or reproduce the Software for any purpose, or (b.) sell, assign, transfer, sublicense, or otherwise distribute the Software or any portion thereof to anyone else. You acknowledge that the Software contains confidential information, proprietary information, and trade secrets, and agree not to decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Software, except to the extent that applicable law allows you to do so.
- 3. Rights and Interests Retained by Ubunye. The Software is protected by copyright laws and international treaty provisions. Title, ownership rights, and intellectual property rights in and to the Software are retained by Ubunye. All rights not expressly granted are reserved by Ubunye.
- 4. Limited Warranty and Limitation of Liability. The Software IS PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. Ubunye does not warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free. You assume full responsibility for the selection of the Software to achieve your intended results, and for the installation, use and results obtained from the Software. You also assume the entire risk as it applies to the quality and performance of the Software. Should the Software prove defective, you (and not Ubunye, or its distributors or dealers) assume the entire cost of all necessary servicing, repair or correction. Ubunye disclaims all warranties of any kind if the Software was customized, repackaged or altered in any way by any third party other than ScannerVision.

IN NO EVENT WILL Ubunye BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES OR LOST DATA ARISING FROM OR RELATING TO THE SOFTWARE OR THIS AGREEMENT, EVEN IF Ubunye HAS BEEN ADVISED OF THE Possibility OF SUCH DAMAGES. No distributor, dealer or any other entity or person is authorized to expand or alter the above-stated provisions of this Agreement. SOME COUNTRIES/STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTY OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THUS, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

- 5. Export Regulations. Software, including technical data, is subject to Spanish export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such regulations and acknowledge that you have the responsibility to obtain licenses to export, re-export, or import Software.
- 6. General. This Agreement is the entire agreement between you and Ubunye relating to the Software and (a.) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (b.) prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement. No modification to this Agreement will be binding, unless in writing and signed by a duly authorized representative of each party. If any provision of this Agreement is deemed invalid or unenforceable by any court or agency having jurisdiction, that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable, and the remaining provisions will remain in full force and effect.
- 7. Applicable Law and Jurisdiction. All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of this Agreement shall be governed by and construed in accordance with Spanish law, and

no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (Spanish, foreign or international), that would cause the laws of any other jurisdiction to be applicable. All disputes concerning the validity, interpretation, enforcement, performance and termination of this Agreement shall be submitted to the exclusive jurisdiction of the Malaga courts.

Should you have any questions concerning this Agreement, or if you desire to contact Ubunye for any reason, please direct your correspondence to: Ubunye Holdings, Suites 41/42 Victoria House, 26 Main Street, GX111AA GIBRALTAR.

IF YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, CLICK "YES". IF YOU DO NOT ACCEPT AND DON'T AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, CLICK "NO", AND THE INSTALLATION OF THIS SOFTWARE WILL BE ABORTED. IF YOU CLICK "NO", YOU MUST DESTROY ALL COPIES OF THE SOFTWARE.

ScannerVision Security and Networking Overview

ScannerVision product suite overview

ScannerVision is a 2 tier client/server product. Clients fall into 2 categories namely Desktop Clients and MFP Clients (Multi-Functional Printers). Desktop Clients are GUI (Graphical User Interface) applications that are installed on users' desktop computers running the Windows operating system and MFP Clients are installed on MFP devices. Clients are used to capture scanned documents and document metadata and to submit the captured information to the server for processing.

The ScannerVision Server comprises of 3 components namely the ScannerVision Application, the (High Performance) Networking Service and the Processing Service. The ScannerVision Application is a Windows GUI application that is installed on the server machine on which the Networking and Processing services are installed. The latter are Windows services.

The ScannerVision Application is used to control the Networking and Processing services and to configure templates. Templates define the type of metadata (if any) that is collected at the clients as well the processing that is to be performed by the Processing service on the captured documents and metadata.

Clients communicate to the ScannerVision Server via the Networking service. All document processing is done by the Processing service. The communication protocol between clients and the Networking service is a lightweight, proprietary TCP based protocol that was developed specifically for ScannerVision.

The ScannerVision Processing service offers the ability to capture documents from network shares, FTP servers and Email boxes in addition to client capture. The Processing service can be configured to integrate to various document management systems (DMS) such as Microsoft SharePoint, Laserfiche, Unit4 and AivikaOne. The integration is facilitated through ScannerVision connectors. ScannerVision ships with a limited set of connectors but an SDK (Software Development Kit) is available that allow third parties and/or customers to create their own connectors.

ScannerVision can also be configured to augment metadata through database lookups based on the metadata that was captured by the client or information lifted off the captured document with optical character recognition or the reading of barcodes.

Internal Security Overview

ScannerVision collects and stores the following user/account information (if the respective function is configured):

- 1. SMTP account information to send notification and error reports to ScannerVision network administrators.
- 2. Pop3 account information to capture documents from email accounts.
- 3. FTP account information to capture documents from FTP servers.
- 4. ScannerVision user account information. ScannerVision users exist only in the context of ScannerVision itself and is used to control which users are allowed to make use of ScannerVision and to which templates they have access to.
- The user name, email address and home directory of users that are imported from a Windows server, Active Directory or LDAP server. Passwords are not collected.
- 6. Account information to connect to the respective third party systems with the following connectors:
 - a. Email

- b. Evernote
- c. Dropbox
- d. FTP
- e. Google Drive
- f. SharePoint and SharePoint Online
- g. SQL
- h. Objective
- i. Unit4 and Hyarchis
- i. WebDav
- k. M-Files
- I. NetDocuments
- m. Sage One
- n. XPlan
- o. AFAS
- p. Exact Globe
- q. Laserfiche
- r. FileDirector
- s. Ceyoniq
- t. eDocPro
- u. ChipSoft HiX
- v. Windows File System (network share credentials)

All the collected information mentioned above is stored on the server that is hosting ScannerVision. The information is stored in human readable text files. Access to these files are protected by the protection mechanisms offered by the Windows operating system and therefore only users who are allowed to see this information should have login privileges to the ScannerVision server.

Operational Security Overview

ScannerVision does not collect, store and/or share any sensitive user information as part of its internal processes. The information that is captured, processed and stored by ScannerVision is controlled by administrators through templates. ScannerVision performs no action on this information other than what is dictated by the template and by extension the administrator

All data is stored under the "C:\Program Data\ScannerVision" directory in various sub directories. This includes persistent data as well as non-persistent data that is used during the processing of documents.

All sensitive user data is stored in an encrypted database in the "C:\Program Data\ScannerVision \Config" sub-directory. The database is encrypted with a security certificate that is stored in the Windows Certificate Store. Information saved in the database include:

- User name, email address
- 2. User's ScannerVision password
- 3. Authentication tokens¹ of third-party systems.

Documents that arrive for processing could do so in 4 ways namely Shared Folders, Email, FTP and from ScannerVision clients (MFP and Desktop clients). Documents may be accompanied by metadata. Metadata could be captured by clients or it could accompany documents that are put in the shared folders that are monitored by ScannerVision.

ScannerVision has no control over the content of the metadata that is captured by a client except for a few standard pieces of

¹ All connection information is stored in a database encrypted with security certificate, with the exception to the AFAS connector settings, which are stored in a separate encrypted AFAS.dat file.

information which are, User name, User email (if configured) and User home folder (if configured). Additional metadata that is captured by clients is user definable and therefore under the auspices of the ScannerVision administrators. Communication between clients and the server could be encrypted² if so configured. The metadata captured by clients is not stored on the server in an encrypted format but it is encoded to Base64 encoding.

Documents and metadata are stored on the server until it gets processed. After a document has been processed it is deleted from the server. If a document fails to process it and its metadata can be moved to a user definable destination where it will stay permanently.

The destination of successfully processed documents is user definable and therefore under the auspices of the ScannerVision administrators. If no destination is specified the document and metadata is deleted.

ScannerVision provides a logging system for the sole benefit of administrators. The level of detail contained in the logs is controlled by the administrator and the information is not used by ScannerVision processes in any way. Logs are permanently stored in the "C:\Program Data\ScannerVision \Logs" sub-directory. No sensitive user information is stored in the logs other that the user name, and in some cases e-mail addresses of logged in client users.

In order to run ScannerVision or its modules a license is required. This license contains the end customer's or dealer's company name, address, e-mail, and phone number. This data is created and stored in our license portal in order to assign a license to a specific end customer or dealer. ScannerVision sales team and license administrator have access to all license information. Dealers who received access to the license portal can only see their own customers' license information.

Licensing

ScannerVision offers two licensing models namely Unlimited and Fixed Term Contract. When Unlimited or Fixed Term Contract licensing model is applicable, the ScannerVision Licensing Portal takes the number of servers and the number of clients into account. A license is required for every client, and in some cases, for every server, depending on the type of license. Every client that is directly connected to the ScannerVision Server, or indirectly through a Terminal Server, Proxy Server and/or Load Balancer must have a valid license. If ScannerVision is deployed in a virtualized environment and the virtual machine can be started on more than one physical server, a High Availability license is required in order to start the virtual machine on another server. The High Availability license is not meant for load balancing, which means that only one ScannerVision VM can be started at a given time.

Each type of license includes one Document Processor, which processes one document at a given time. It is possible to process more than one document at the same time if multiple Document Processors are enabled. To enable additional Document Processor at least one Additional Document Processor license is required.

When a ScannerVision license is activated certain information is collected from the server which is sent to the ScannerVision Licensing Portal. No personal or sensitive information is collected. The only information that is collected that is not entered by the administrator is a list of the MAC addresses of the network interfaces that are active on the server as well as the Windows operating system's product ID. This information is used to identify the hardware on which ScannerVision is installed. A ScannerVision license is locked to the particular hardware it was activated on and cannot be transferred to another server.

If the customer wishes to move the ScannerVision installation to another virtual or physical server and reactivate the license on this new server, the reactivation will fail because the license is already activated before. In order to allow the server migration the customer should contact our support team to request a license reset. After the reset the license can be reactivated on the new server. Each license can be reset 3 times free of charge during its entire lifetime. After this number is reached the customer may request another license reset but an administration fee of € 35,00 will be charged with each request.

All communication to and from the ScannerVision Licensing Portal is encrypted.

Network Protocol

The protocol that is used by ScannerVision for communication between the server and clients is a lightweight, TCP based protocol that was designed for reliability, speed and minimal overhead. Communication can be secured by enabling encryption on either the server or the client side. If encryption is enabled on the server, communication to all clients is encrypted.

Web client traffic could be secured by enabling SSL which implies HTTPS.
Embedded client communication is protected by using a proprietary, in-house encryption system when encryption is enabled on either the client or the server. In this scenario some handshaking commands are not encrypted but for the rest the payload of the command packets is encrypted.

Op

<u>oenSSL</u>
LICENSE ISSUES
========
The OpenSSL tool
the OpenSSL Licer

polkit stays under a dual license, i.e. both the conditions of cense and the original SSLeay license apply to the toolkit. See below for the actual license texts. Actually both licenses are BSD-style Open Source licenses. In case of any license issues related to OpenSSL please contact openssl-core@openssl.org.

OpenSSL License

/* ------

- * Copyright (c) 1998-2008 The OpenSSL Project. All rights reserved.
- * Redistribution and use in source and binary forms, with or without
- * modification, are permitted provided that the following conditions
- * are met:
- * 1. Redistributions of source code must retain the above copyright
- notice, this list of conditions and the following disclaimer.
- * 2. Redistributions in binary form must reproduce the above copyright
- notice, this list of conditions and the following disclaimer in

- * the documentation and/or other materials provided with the
- * distribution.

*

- * 3. All advertising materials mentioning features or use of this
- * software must display the following acknowledgment:
- * "This product includes software developed by the OpenSSL Project
- * for use in the OpenSSL Toolkit. (http://www.openssl.org/)"

*

- * 4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to
- * endorse or promote products derived from this software without
- * prior written permission. For written permission, please contact
- * openssl-core@openssl.org.

*

- * 5. Products derived from this software may not be called "OpenSSL"
- * nor may "OpenSSL" appear in their names without prior written
- permission of the OpenSSL Project.

*

- * 6. Redistributions of any form whatsoever must retain the following
- * acknowledgment:
- * "This product includes software developed by the OpenSSL Project
- * for use in the OpenSSL Toolkit (http://www.openssl.org/)"

*

- * THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS'' AND ANY
- * EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE
- * IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

* PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR
* ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,
* SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT
* NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
* LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)
* HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT,
* STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)
* ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED
* OF THE POSSIBILITY OF SUCH DAMAGE.
* =====================================
*
* This product includes cryptographic software written by Eric Young
* (eay@cryptsoft.com). This product includes software written by Tim
* Hudson (tjh@cryptsoft.com).
*
*/
Original SSLeay License
* Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com)
* All rights reserved.
*
* This package is an SSL implementation written
* by Eric Young (eay@cryptsoft.com).

- * The implementation was written so as to conform with Netscapes SSL.
- *
- * This library is free for commercial and non-commercial use as long as
- * the following conditions are aheared to. The following conditions
- * apply to all code found in this distribution, be it the RC4, RSA,
- * Ihash, DES, etc., code; not just the SSL code. The SSL documentation
- * included with this distribution is covered by the same copyright terms
- * except that the holder is Tim Hudson (tjh@cryptsoft.com).
- *
- * Copyright remains Eric Young's, and as such any Copyright notices in
- * the code are not to be removed.
- * If this package is used in a product, Eric Young should be given attribution
- * as the author of the parts of the library used.
- * This can be in the form of a textual message at program startup or
- * in documentation (online or textual) provided with the package.
- *
- * Redistribution and use in source and binary forms, with or without
- * modification, are permitted provided that the following conditions
- * are met:
- * 1. Redistributions of source code must retain the copyright
- * notice, this list of conditions and the following disclaimer.
- * 2. Redistributions in binary form must reproduce the above copyright
- * notice, this list of conditions and the following disclaimer in the
- * documentation and/or other materials provided with the distribution.
- * 3. All advertising materials mentioning features or use of this software

- * must display the following acknowledgement:
- * "This product includes cryptographic software written by
- * Eric Young (eay@cryptsoft.com)"
- * The word 'cryptographic' can be left out if the rouines from the library
- being used are not cryptographic related :-).
- * 4. If you include any Windows specific code (or a derivative thereof) from
- * the apps directory (application code) you must include an acknowledgement:
- * "This product includes software written by Tim Hudson (tjh@cryptsoft.com)"

*

- * THIS SOFTWARE IS PROVIDED BY ERIC YOUNG ``AS IS" AND
- * ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE
- * IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- * ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE
- * FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL
- * DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS
- * OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION)
- * HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT
- * LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY
- * OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF
- * SUCH DAMAGE.

*

- * The licence and distribution terms for any publically available version or
- * derivative of this code cannot be changed. i.e. this code cannot simply be
- * copied and put under another distribution licence
- * [including the GNU Public Licence.]