

MANAGED AUTHENTICATION SERVICE LEVEL AGREEMENT

CUSTOMER RULES OF USE

These Rules of Use apply to your use of the enclosed CRYPTOCARD token, card or other device (*your Device*), your secret Personal Identification Number (*your PIN*) and your use of the CRYPTOCARD Managed Authentication Service (*the Service*).

You should use your Device and your PIN to identify yourself to any systems or service secured by CRYPTOCARD in accordance with these Rules, the guidelines in the accompanying User Welcome Guide and which may be communicated to you from time to time by CRYPTOCARD, and the Agreement between yourself and Interoute.

It is important that you take proper care of your Device, keep it safe and secure at all times and guard against loss, damage and theft.

Your PIN must remain secret to you at all times. **No other person ever needs to know this PIN and you should not disclose it to anyone.** This includes your colleagues and systems administrators at your company and personnel who are, or claim to be representatives of CRYPTOCARD or a Partner of CRYPTOCARD. You should be extremely suspicious of **anyone** who ever tells you at they need to know your PIN, and you should report any such incident to your CRYPTOCARD Administrator immediately.

The privacy of your Device and the confidentiality of your PIN are crucial to the verification of your on-line identity and the security of your information and the networked system(s) that may be accessed using your identity.

If your Device is lost, damaged or stolen, or if you believe that the confidentiality of your secret PIN has been compromised in any way, you should report these incidents *immediately* to your IT department, who must take the appropriate measures to disable your Device or allow you to change your PIN, to ensure that no third party may misuse them. Your IT department will then contact Interoute as soon as is reasonably practicable.

If you do not report these incidents immediately, there is the risk that someone else may steal your on-line identity. Any activities they carry out using your identity will compromise the security and integrity of your information and systems. You may be held legally responsible for activities that are perpetrated using your identity.

You must not give away, sell, rent or lend your Device even to someone you believe to be an authorised user of the Authentication Service.

You must not mistreat, damage or open your Device or try to reverse-engineer, decompile, disassemble, translate, copy, and alter the Device (or any of its components).

If you lose or break your Device you may be charged a replacement fee by the organisation that supplied your Service.

Should your Service account be terminated for any reason, or if you have no further need to use the Service, you must contact your Administrator immediately to disable your Device and then follow instructions from your Administrator to have it safely returned.

In order for CRYPTOCARD to provide the Service, it will be necessary to acquire some personal data. CRYPTOCARD will only use such personal data as is necessary to provide the Service. CRYPTOCARD will comply with its obligations under the Data Protection Act 1998 and, in particular, will ensure that all processing of personal data carried out by it in relation to the provision of any Service complies with the 8 data protection principles set out in the Data Protection Act 1998. If in the process of providing the Service CRYPTOCARD is required to share data with another party outside of CRYPTOCARD, CRYPTOCARD will ensure that you provide permission in advance and the party will comply with its obligations under the Data Protection Act 1998 and the 8 data protection principles set out in the Data Protection Act 1998. Should your Service account has been terminated for any reason, CRYPTOCARD will delete all personal data, except when it is necessary for CRYPTOCARD to retain a copy for archival purposes or in order to ensure that CRYPTOCARD can comply with any obligations under the Service contract that survive its termination. Once these requirements have ended, CRYPTOCARD will delete the personal data from all records.

CRYPTOCARD SOFTWARE LICENCE

This legal document is an agreement between Cryptocard and you, the end user. By installing this software you are agreeing to be bound by the terms and conditions of this License Agreement and Limited Warranty.

Cryptocard does NOT sell any rights in its computer software, but grants a right to use the software by means of a license.

You agree that they form the entire agreement between the Parties and that no oral or written information or advice given by Cryptocard or any person shall amend them nor form the basis of an agreement to increase Cryptocard's liability in any manner whatsoever.

SOFTWARE LICENCE

1. GRANT: In consideration of payment by you of the license fee and subject to the terms and conditions of this License Agreement and Limited Warranty, Cryptocard grants to you a non-exclusive, non-transferable right to use the enclosed copy of a Cryptocard software program (the "SOFTWARE") and the enclosed written materials (the "DOCUMENTATION") as follows:
 - (a) The SOFTWARE may be used on a single computer at a single location for so long as this License Agreement is in effect.
 - (b) The DOCUMENTATION may be used by persons who use the SOFTWARE in accordance with the terms and conditions of this License Agreement, and solely for the purposes of obtaining information about the functions of the SOFTWARE, the specific ways in which the SOFTWARE operates and the procedures to follow to resolve problems with the SOFTWARE.
2. PROPRIETARY RIGHTS AND COPYING RESTRICTIONS: Cryptocard or its licensors therein owns Title to all of the Software and Documentation and all intellectual property rights. You specifically acknowledge that the Software and Documentation are copyrighted and contain confidential information and trade secrets of Cryptocard and therefore may not be disclosed to any third party without Cryptocard's prior written consent. Unauthorised copying of the SOFTWARE or of the DOCUMENTATION is expressly forbidden. You may be held legally responsible for any such unauthorised copying. You are authorised to make one (1) copy of the SOFTWARE solely for backup purposes. You must reproduce and include the copyright notice on the backup copy. You acknowledge and agree that, with respect to copies of Software to be installed on a host computer, Cryptocard may have included means to prevent copying or restrict usage of copies of the SOFTWARE.
3. USE RESTRICTIONS: As the LICENSEE, you may physically transfer the SOFTWARE from one computer to another provided that the SOFTWARE is used on only one computer at a time. You may not distribute copies of the SOFTWARE or the DOCUMENTATION to others. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE or the DOCUMENTATION, except to the extent permitted by law.
4. TRANSFER RESTRICTIONS: This SOFTWARE and DOCUMENTATION is licensed only to you, the LICENSEE, and may not be transferred without the prior written consent of Cryptocard. Any authorised transferee of the SOFTWARE or the DOCUMENTATION shall be bound by the terms and conditions of this License Agreement and Limited Warranty. In no event may you transfer assign, rent, lease, sell or otherwise dispose of the SOFTWARE or the DOCUMENTATION on a temporary or permanent basis except as expressly provided herein.
5. TERMINATION: Cryptocard may terminate This License Agreement upon written notice to you if you fail to comply with any provision of this License Agreement. Upon termination, you shall destroy all copies of the SOFTWARE and the DOCUMENTATION.

LIMITED WARRANTY

The Software and all accompanying written materials are provided 'AS IS' without warranty or condition of any kind, express or implied, including but not limited to implied warranties or conditions of merchantability or fitness for a particular purpose and those arising by statute or otherwise in law or from a usage in the trade. The entire risk as to results and performance of the SOFTWARE is with you. Should the SOFTWARE or accompanying materials prove defective in any way, you (and not Cryptocard nor its dealers, resellers or employees) assume the entire cost of all necessary servicing, repair or correction. Cryptocard does not warrant, guarantee or represent that the functions contained in the SOFTWARE will meet your requirements or that the installation or operation of the SOFTWARE will be uninterrupted or error free.

Cryptocard warrants to their original LICENSEE that, if application, the disk(s) on which the SOFTWARE is recorded and written materials are free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of purchase. Cryptocard's entire liability shall be to replace the defective disk(s) and/or written materials when returned postage prepaid to Cryptocard or an authorised Cryptocard dealer, with proof of purchase.