



## **ExhibitManager End User License Agreement**

The terms of this End User License Agreement ("**Agreement**") may have changed from previous End User License Agreements. Please read this Agreement in its entirety.

By installing and/or using ExhibitManager and ExhibitManager Server, you (as end user) acknowledge that (1) you have read and understood this Agreement; (2) you are authorized to accept it; and (3) you agree to its terms.

The software licensed under this Agreement consists of the current version of the software ExhibitManager Desktop and ExhibitManager Server, and accompanying online, downloadable documentation (collectively "**Software**"). The Software is a product of Causasoft LLC, Im Höfli 5, 8832 Wollerau, Switzerland ("**Causasoft**"). The Software may only be distributed by Causasoft or an authorized reseller ("**Reseller**").

### **1. LICENSE GRANT**

#### **1.1 Software Product**

Subject to the terms and conditions of this Agreement, Causasoft grants you a personal, non-exclusive and limited license to install and use during the License Term the software ExhibitManager Server on the number of servers indicated in the order confirmation and to install and use during the License Term the software ExhibitManager Desktop for the number of named users indicated in the order confirmation. You may not grant others the right to use your license.

Causasoft grants you the right to designate the number of named users indicated in the order confirmation within your organization, including your subsidiaries and any of your affiliates which your organization or its partners operate as a separate business for regulatory or other reasons, to use the Software in the manner described above.

You are entitled to transfer a license to another user if a licensed user leaves your organization or will no longer use the Software for the remainder of the License Term.

You have no ownership rights in the Software. You have a license to use the Software only in the manner permitted hereunder as long as this Agreement remains in effect.

#### **1.2 License Term**

This Agreement becomes effective upon delivery of the software license key by e-mail or any other suitable form of communication for the duration of one year, subject to early termination pursuant to this Agreement. The term of this Agreement will be automatically renewed for another term of one year unless you terminate the Agreement in writing at least three months before the end of the term. The license fee for the renewal of the term will not exceed the

published price at the time of renewal, excluding promotional and discount pricing and is payable within 30 days as of the date of renewal.

The term for additional Subscription Licenses purchased during a running License Term will end at the same time as the term for existing Subscription Licenses. The price of such additional licenses will be adjusted pro rata temporis to the remainder of the running License Term. The number of existing Subscription Licenses will be taken into account in determining the discount level for the additional Subscription Licenses.

### **1.3 Early termination**

You may terminate this Agreement at any time by giving written notice to Causasoft or its Reseller and by uninstalling and deleting the Software. Causasoft may terminate this Agreement at any time upon written notice to you if you materially breach this Agreement, including non-payment of the applicable fees to Causasoft or its reseller, after the expiry without result of a reasonable time period to remedy the breach specified in a written warning notice by Causasoft. Upon such termination by Causasoft, you agree to uninstall and delete the Software.

You have no right of set-off against Causasoft or its Reseller. Termination of this Agreement does not relieve you of your payment obligations incurred prior to such termination.

### **1.4 Restrictions and Prohibitions on Use**

Except as expressly permitted by Section 1.1, or upon the prior written consent of Causasoft, you may not, nor permit others to:

- (a) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), all or any substantial portion of the Software;
- (b) provide others access to the Software or any portions thereof;
- (c) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind outside your organization, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism;
- (d) create compilations or derivative works of the Software;
- (e) use the Software in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of Causasoft or third parties;
- (f) make any portion of the Software available through any timesharing system, service bureau, the Internet, or any other technology now existing or developed in the future;

- (g) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; or
- (h) remove, disable, or defeat any functionality of the Software.

## 2. COPYRIGHT

Causasoft and its suppliers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets incorporated in the Software's design and coding methodology. The Software is protected by Swiss copyright laws and international treaty provisions. This Agreement provides you only with a limited use license, and does not grant you any ownership or intellectual property rights in the Software.

## 3. REVERSE ENGINEERING

You agree that you will not attempt to: (i) modify or translate the Software; (ii) decompile or disassemble the Software, (iii) create derivative works based on the Software; (iv) merge the Software with another product; or (v) copy the Software except as expressly permitted by this Agreement.

## 4. SUPPORT AND MAINTENANCE SERVICES

If you have acquired a Perpetual License and separate Support and Maintenance Services or if you have acquired a Subscription License, the following terms apply.

### 4.1 Included Support and Maintenance Services

During the Maintenance Term (defined below), Causasoft will through its Reseller provide the following computer software support to you:

- (a) **Basic E-Mail support:** Causasoft, through its Reseller, will provide basic email support services for the Software. Causasoft, through its Reseller, will normally respond to your support request within two business days. A number of support cases concerning the regular use of the Software is included in the license fee (for Subscription Licenses) or maintenance fee (for Perpetual Licenses). The number of support cases is specified in your order. Further support cases, shorter reaction time or off-hour support can be arranged separately for an additional fee.
- (b) **Software problem resolution:** If you report to Causasoft or its Reseller that the Software does not function according to the user-level documentation ("**Software Problem**") and otherwise comply with the section "Your responsibilities" below, Causasoft will investigate the Software Problem. Causasoft will work to correct the Software Problem that can be verified based on the information provided by you utilizing a system that meets the system requirements for the Software. If the investigation confirms the existence of a Software Problem, Causasoft will use

reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If Causasoft, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, Causasoft may correct the Software Problem by correcting that documentation. Reporting a Software Problem does not count against your five included support cases if the investigation confirms the existence of a Software Problem.

- (c) **Updates:** You will be entitled to install and use the corrections or minor enhancements to the Software that Causasoft makes available during the term of the Support and Maintenance Services, whether in the form of a patch or a module or otherwise as determined by Causasoft ("**Update**") as they become available. You acknowledge that Causasoft is not obligated to provide any software product which Causasoft in its discretion designates or markets as a product separate from the Software ("**New Product**") to you under this Agreement, even if a New Product has features or functions similar to those of the Software. Causasoft's distribution of Updates to you under this Maintenance Service does not entitle you to use more copies of the Software product than the number of copies for which you have a valid license. Your possession and use of an Update is otherwise subject to the terms of the license for the Software to which the Update pertains.

#### **4.2 Excluded Services**

The following services are expressly excluded from the scope of services:

- (a) Services relating to the installation, implementation and parameterization of the Software;
- (b) Services relating to the connection of the Software to third-party software;
- (c) Rectification of malfunctions and problems connected with interference with the configuration or use that contravenes the documentation;
- (d) Rectification of malfunctions and problems connected with third-party influence or force majeure;
- (e) Rectification of malfunctions and problems connected with the installation, implementation and parameterization of the corresponding Software;
- (f) Rectification of malfunctions and problems caused by the unauthorized intrusion of third parties (e.g. unauthorized persons, also hackers), viruses or the like;
- (g) Rectification of malfunctions and problems on site;
- (h) Development of customized functionality extensions;
- (i) Other services, such as, for example, the installation and commissioning of new

releases, carrying out customized changes and training customers' staff.

#### **4.3 Your Responsibilities**

The Support and Maintenance Services do not include, and you must provide at your expense: (i) installation, testing, and operation of the Software and all Updates; (ii) isolation and documentation of Software Problems; (iii) intranet resources, backup and restoration of your systems; and (iv) Internet access for Causasoft's or its Reseller's remote access and diagnosis of Software Problems, when necessary.

You must acquire Support and Maintenance Services for each copy of the Software you are licensed to use and you are responsible for all products provided by third parties, whether or not Causasoft or its Reseller recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet your requirements will not affect either party's obligations under this Agreement.

#### **4.4 Term and Termination of Support and Maintenance Services**

The initial term of the Support and Maintenance Services begins and ends on the dates referenced on the invoice, receipt, or proposal whichever the case may be ("**Maintenance Term**").

Causasoft retains the right to modify the Support and Maintenance Services at any time on three months' written notice.

After the initial term and upon the mutual agreement, the Support and Maintenance Services may be continued for successive one year renewal terms; however, you may terminate the Support and Maintenance Services during the Term upon 30 days written notice to Causasoft or its Reseller if Causasoft has changed the Support and Maintenance Services in a manner that is materially adverse to you. Further, Causasoft may terminate the Support and Maintenance Services upon 30 days notice to you in the event Causasoft no longer provides Support and Maintenance Services, in which case Causasoft will refund any prepaid but unused fees to you on a pro-rata basis.

#### **4.5 Warranty Disclaimer for Support and Maintenance Services**

Except as specifically set forth in this agreement, Causasoft disclaims all warranties, express and implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any implied warranties arising from a course of performance or dealing, trade usage, or otherwise. Causasoft will not have any obligation or be liable for any error, omission or defect in any Software or Update. Causasoft does not warrant that the operation of the Software or Updates will be uninterrupted or error free, that all deficiencies or errors can be corrected, or that the Software or any Updates will meet your specific

requirements. Causasoft has no warranty or support obligation for products provided by third parties.

If Causasoft or its Reseller does not perform the Support and Maintenance Services, Causasoft's sole obligation will be to re-perform those services. If Causasoft determines that re-performing those services is not practical under the circumstances, you will be entitled to a refund of that portion of the maintenance fee for those services.

#### **4.6 Additional Terms**

The remaining provisions in Sections 8 and 9 below also apply to the Support and Maintenance Services.

### **5. CONFIDENTIALITY**

**"Your Information"** means all materials whatsoever communicated in writing, orally or electronically to or otherwise obtained by Causasoft from you or your clients in connection with this Agreement as well as all materials whatsoever created or produced by Causasoft therefrom.

**"Causasoft Information"** means all technology, software, documentation, research, techniques, processes, inventions, methodologies, data, tools, templates, knowledge, intellectual property and proprietary information belonging to or developed in the future by Causasoft or its affiliates for Causasoft.

Causasoft acknowledges that Your Information is valuable, proprietary and privileged property of you and/or your clients. You acknowledge that Causasoft Information is valuable and proprietary property of Causasoft. Both Causasoft and you agree that no such information shall be disclosed by the other to any third person without the consent in advance of the party to whom such information belongs, except that Causasoft shall be further limited in that, as to its personnel, its sole disclosure of Your Information shall be in performance of this Agreement. Further, you shall continue to maintain all ownership and similar rights to all Your Information and Causasoft shall continue to maintain all ownership and similar rights to all Causasoft Information.

Notwithstanding the foregoing, either Causasoft or you may disclose such information of the other party in response to a subpoena, judicial, administrative or arbitral order, provided that the party responding to such an order has given prompt notice to and has cooperated with the other in seeking protection against such disclosure at the other party's expense.

It is understood and agreed that monetary damages would not be a sufficient remedy for any breach of this Section 5 and that either party shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for breach of this Section 5 but shall be in addition to all other remedies available under the applicable law.

This Section 5 shall survive termination or expiration of this Agreement.

## **6. LIMITED SOFTWARE WARRANTY**

Causasoft warrants and represents that:

- (a) For a period of 30 days the Software will operate substantially in accordance with the documentation provided, unless performance problems are the result of hardware failure or improper use. If the Software does not so operate, your exclusive remedy and Causasoft's sole obligation under this warranty shall be, in Causasoft's sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the purchase price paid for the Software. You also acknowledge and agree you may have to enter into a renewed version of this Agreement in the event you want to download, install or use a new version of the Software. Under the terms of this Agreement Causasoft is not obligated to provide any future Software point releases or upgrades. Software support and maintenance services may be available for a fee under the terms of an additional agreement.
- (b) The Software is free from any virus, trojan horse, worm, key logger software, "ad ware", "spyware" or similar disabling or malicious code.
- (c) It has the right to provide the Software to you as provided for in this Agreement and
- (d) the Software and its use by you as provide herein do not infringe misappropriate, or violate the intellectual property right of any third party, including any patents, copyrights, trade secrets or other proprietary rights.

## **7. SOFTWARE WARRANTY DISCLAIMER**

Causasoft expressly disclaims any and all other warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Causasoft does not warrant that the functions contained in the Software including updates and software which Causasoft creates or modifies for you will meet any particular requirements or needs you may have, that the Software will operate uninterrupted and error-free, or that the Software is compatible with any particular platform, system or application. You use the Software at your own risk.

## **8. LIMITATION OF LIABILITY**

Causasoft shall indemnify you and hold you harmless from all damages, claims, and losses arising from or related to any assertion that the Software or your use thereof infringes upon, misappropriates or violates any third party intellectual property right. This Section 8 first paragraph shall survive termination or expiration of this Agreement.

Except with respect to indemnified claims pursuant to this Section 8, Causasoft is only liable for damage caused by willful intent or gross negligence. Subject to the foregoing, any further liability of Causasoft is excluded. Causasoft is not liable for indirect damage, incidental damage, consequential damage, data loss, business interruption, additional expenses or claims of third parties, lost profits or non-realized savings, or for damage resulting from late delivery or performance.

## **9. SPECIAL CONDITIONS FOR TEST AND EVALUATION LICENSES**

For the purpose of evaluating the Software, test or evaluation licenses may be granted. Provided no separate test or evaluation license agreement has been executed, the terms and conditions set out in this Agreement apply in such cases as well, with the following modifications and modalities:

- (a) Test and evaluation licenses are granted free of charge and for a limited period of time; and
- (b) any and all representation, warranties and liabilities for damages are excluded.

## **10. AUDIT**

During the Term of this Agreement you agree to send to Causasoft, upon request, a licensing report that will be generated by the Software in order to permit Causasoft to verify your compliance with the terms of this Agreement. The licensing report generated by the Software will contain technical information, such as the version of Software used, the names of the ExhibitManager databases and the numbers of users that are registered in the ExhibitManager database and/or have used the Software. The licensing report will define the license fee as per the price bands applicable.

In case you fail to send the licensing report before your renewal of the Term or you fail to pay the license fee when due, a CHF 750 reinstatement fee will apply.

## **11. REFERENCE**

Causasoft is entitled to use your name in an alphabetical list of references in its customer presentations.

## **12. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

The Courts of Zurich, Switzerland, shall have exclusive jurisdiction.