

Configura Catalogue Data Management License and Terms of Service Agreement ("CETCL")

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This Configura Catalogue Data Management License and Terms of Service Agreement is referred to as ("CETCL") or ("Agreement"). PLEASE READ ALL THE TERMS OF THIS AGREEMENT CAREFULLY AND IN THEIR ENTIRETY BEFORE ACCEPTING THIS AGREEMENT. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND CSAB REGARDING THE ACCESS, USE OF, AND POSTING CONTENT TO THE CCDM, AND THE LICENSED SOFTWARE BY CSAB. BY ACCEPTING, ACCESSING THE CCDM, OR DOWNLOADING AND/OR USING THE LICENSED SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, PLEASE DO NOT ACCEPT THIS AGREEMENT.

1. General; Definitions.

"You" means an individual or a legal entity exercising or securing rights under this Agreement. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with, You, where "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Services and General

CCDM is made available to You subject to the terms of this Agreement and any other services that is agreed to by CSAB and You.

3. User Registration

You must provide CSAB the following information to create an account: full name (your legal surname, if an individual) or full name of legal entity, address, email address, country, telephone number, password, and any other information required by CSAB. You represent and warrant that this information is true and accurate. It is strictly prohibited to register using any false, fictitious, imaginary, information of another, or any other inaccurate information. Like other passwords, You should choose a password that is known only by You. You further agree that You shall maintain the confidentiality and security of your username and password and assume any and all responsibility for your account and the use of your account. You may, upon receipt of assigned keys from CSAB, have one or more User(s) under your account.

4. License Fee And Payment

You agree to pay CSAB a fee for the use of CCDM, CSAB Services, and/or Licensed Software pursuant to each applicable subscription referred to herein as the ("License Fee"). The Licensed Software and/or any copies thereof is not for resale.

CSAB, its subsidiary, affiliate, or other entity as designated by CSAB shall electronically invoice You for the License Fee on an annual basis, in advance. The electronic invoice shall be sent to You at the e-mail address You provide during registration. You agree to accept this electronic invoice as the billing statement for the License Fee and promptly make payment. You agree that the e-mail address You provide shall at all times be owned and active by You. Should this change, You agree to immediately notify CSAB and provide a new e-mail address that may be used by CSAB. Each renewal year thereafter during the Term, CSAB shall invoice You the amount payable for the License Fee for the next year of the licensed Term.

5. Term

The term of this Agreement is effective for a period of one (1) year, or other prorated period less than a year as mutually agreed to by the parties, from the date You accept this Agreement ("Initial Term"). This Agreement shall then automatically renew for subsequent one (1) year terms upon the payment of the License Fee set forth in Section 4 above unless otherwise terminated sooner by either party in accordance with this Agreement ("Renewal Terms"). The Initial Term and Renewal terms are collectively referred to as the "Term."

Either party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to

the other party at any time during the Initial Term or any Renewal Term.

6. License Grant for CCDM

Subject to Your compliance with the terms and conditions of this Agreement as a condition to the license and rights granted herein, CSAB grants to You, during the Term of this Agreement, a non-exclusive, world-wide, non-transferable, non-assignable limited license to install and use the Licensed Software and right to access, use, and post content to the CCDM for your use only and not to download (other than page caching) or print a copy of any portion of the CCDM without the express written consent of CSAB. All other license or rights not specifically granted herein, whether by estoppel, implication, or otherwise, are expressly reserved by CSAB and any other use of the Licensed Software, CCDM is strictly prohibited. CSAB further reserves the right, at its sole discretion, to revoke this limited license and right at any time and without notice.

7. Authorized Users; Posting Privileges

CSAB agrees that You and/or your authorized User(s) are the only authorized User(s) of the CCDM under your account and this Agreement. Any access to or use of the CCDM under your account by any person other than You and/or your authorized User(s) is not authorized and a violation of this Agreement. You and/or your authorized User(s) are the only persons authorized to post any content to the CCDM under your account. Any posting of content to the CCDM under your account by any person other than You and your authorized User(s) is unauthorized and in violation of this Agreement.

You agree that You are solely responsible for any and all content that You upload and post on or through the CCDM (collectively referred to herein as the "User Content"). You represent and warrant that any User Content uploaded or posted on or through the CCDM is your original work of authorship and, if not, that You had appropriate authorization to upload or post the User Content. You further acknowledge and agree that CSAB may, but is under no obligation to, review the CCDM and may delete or remove, without notice, any User Content which, in its sole discretion and opinion, is not suitable for use on or through the CCDM, or violates this Agreement. You further agree that You are solely responsible and shall bear all costs and expenses for creating and maintaining any desired backup copies and/or replacing any User Content that is made available to or a part of the CCDM.

8. Conditions and Restrictions for CCDM.

You agree that You and, including your authorized User(s), shall use the CCDM in compliance with the following:

- (1) You shall not use the CCDM in any unlawful manner or in any other manner that may cause damage or disruption to the CCDM;
- (2) You shall not register an account for any other person, group, or entity other than yourself or authorized User(s), or create a false or fictitious account;
- (3) You shall not use or attempt to use the CCDM under another User's account;
- (4) You shall not allow any person or entity (other than yourself) to use or attempt to use the CCDM under your User account;
- (5) You shall not obtain personal information from any other User for commercial or other unlawful purposes;
- (6) You shall not obtain contact information regarding other Users, whether directly or indirectly from another User or by any other means, for the purpose of sending unsolicited emails or communications;
- (7) You shall not threaten, intimidate or harass any other User; and
- (8) You shall not upload, post, or otherwise make available:
 - (i) any content that CSAB deems to be libelous, defamatory, abusive, inflammatory, harassing, hateful, vulgar, obscene, pornographic, contain nudity or graphic or gratuitous violence, harmful, fraudulent, threatening, infringe the privacy or publicity rights of another, or racially, ethnically offensive, or otherwise deemed objectionable, infringing, or unlawful, or that violates the CCDM standards;
 - (ii) any content that is used for unsolicited or unauthorized advertising including but not limited to "junk mail," "spam," "chain letters," "promotion", or any other improper type of advertising or solicitation;
 - (iii) any unauthorized content of any third party or anything unlawful, misleading, malicious, or discriminatory;
 - (iv) any unauthorized content which violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights;
 - (v) any content that contains software viruses, trap doors, or any other computer code, files or programs designed to interrupt, destroy, disable,

- overburden, impair, or limit the functionality of the CCDM or any other computer software or hardware of CSAB or another;
- (vi) any content that would foster, constitute, or enable a crime or other criminal offense;
 - (vii) any content that, in the sole judgment of CSAB, is objectionable or which prevents, in any manner, another User from using the CCDM, and/or which may expose CSAB or its Users to any harm or liability of any type; and
 - (viii) any content that, in the sole judgment of CSAB, affects the performance, consistency, or stability of the CCDM.

In addition to the above conditions and restrictions, You further agree and accept the legal terms and privacy policy as found at www.configura.com/agreements.

9. Consent to CSAB Processing Information About You

The information You provide to CSAB may reveal, or allow others to identify, your nationality, ethnic origin, religion, gender, age, geography, or other aspects of your private life. By providing information to CSAB for the purposes of creating your User account or adding any additional details of yourself in the CCDM, You are expressly and voluntarily accepting the terms and conditions of this Agreement and explicitly consenting to allow CSAB to process information about You. Supplying information to CSAB, including any information deemed "sensitive" by applicable law, is entirely voluntary on your part. You have the right to withdraw your consent to CSAB's collection and processing of your information at any time, by removing the information from the CCDM or by closing your account, but please note that your withdrawal of consent will not be retroactive.

10. Sharing Your User Content; Other CCDM Submissions

(a) You grant to CSAB and other User(s) a nonexclusive, fully paid, worldwide license to display and make available for download by other authorized User(s) of the CCDM any User Content that is posted by You to the CCDM; provided, however, that at any time You may restrict the authorized users which CSAB may allow to view and download the User Content to a list of users authorized by you. You may remove the User Content from the CCDM at any time. The license granted above shall automatically expire if and when the User Content is removed by You. Other than as expressly provide herein, You reserve all ownership and rights in the User Content.

(b) You acknowledge and agree that any other submissions including but not limited to questions, comments, suggestions, ideas, feedback or other information about the CCDM ("Submissions"), provided by You are non-confidential and shall become the sole property of CSAB. CSAB shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to You.

11. Monitoring and Suspension

CSAB shall have the right, but not the obligation, to monitor the User Content posted on the CCDM to determine compliance with this Agreement and any law, regulation or other authorized government request. CSAB shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the CCDM. Without limiting the foregoing, CSAB shall have the right to remove any material or any User account with prior written warning, that CSAB, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable. Except as otherwise set forth in Section 12, if CSAB removes any of your User Content for infringing someone else's copyright, and you believe CSAB removed it by mistake, CSAB will provide you with an opportunity to submit an appeal to CSAB for review. If you repeatedly infringe other people's intellectual property rights, CSAB reserves the right to disable your User Account when appropriate.

12. Copyright Infringement Policies and Procedures

The parties agree and accept the copyright infringement policies and procedures found at www.configura.com/agreements.

13. Protection and Security

Any or all of the User Content available through the CCDM may contain copyrighted material, trade secrets and other proprietary material. In order to protect these rights, CSAB agrees to use best efforts and to take all reasonable steps to safeguard the User Content to ensure that no unauthorized User or person shall have access thereto and that no User Content may be copied, published, disclosed, or distributed, in whole or in part, in any form whatsoever.

14. Disclaimers and Limitation of Liability

YOU expressly acknowledge and agree that use of the Licensed Software is at YOUR sole and entire risk.

YOU ASSUME ALL RISK AS TO THE SELECTION, USE, PERFORMANCE AND QUALITY OF THE LICENSED SOFTWARE AND AGREE NOT TO USE THE LICENSED SOFTWARE IN ANY SITUATION WHERE SIGNIFICANT DAMAGE OR INJURY TO PERSONS, PROPERTY, OR BUSINESS COULD OCCUR FROM A SOFTWARE ERROR. The Licensed Software and related documentation are provided "AS IS" and without warranty of any kind and CSAB EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CSAB DOES NOT WARRANT INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED SOFTWARE WILL BE CORRECTED. The entire risk as to the results and performance of the Licensed Software is assumed by You. FURTHERMORE, CSAB DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE LICENSED SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CSAB OR CSAB'S AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS OF THIS WARRANTY. SHOULD THE LICENSED SOFTWARE PROVE DEFECTIVE, YOU (AND NOT CSAB OR CSAB'S AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Furthermore, You agree that CSAB shall not be responsible or liable in any manner for any User Content uploaded or posted on the CCDM. Despite the provisions herein in this Agreement, CSAB does not control and is not responsible for what You upload or post on or through the CCDM and is therefore not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable User Content (or as otherwise prohibited in Section 8) that You or another User may encounter on the CCDM or in connection with any User Content.

IN NO EVENT SHALL: (a) CSAB'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED the License Fee paid by YOU under this Agreement in the 12 month period immediately preceding formal written notice of the claim for liability hereunder; AND (b) CSAB BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 14 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF CSAB IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF RECIPIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 14, CSAB's liability will be limited to the maximum extent permissible.

15. Indemnity. You agree to indemnify and hold CSAB, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, from and against any claim, alleged claim, demand, suit, or proceeding arising out of or in connection with (i) any User Content (as defined in Section 7) that You upload, post on or through, is hosted by, or is otherwise related to or connected with, the CCDM, or Licensed Software or (ii) for any violation of any term of this Agreement or any law or the intellectual property rights of any third party.

16. Retention of Rights. CSAB reserves all rights not expressly granted to You in this Agreement. You acknowledge and agree that: (i) except as specifically set forth in this Agreement, CSAB retains all rights, title and interest in and to the CCDM, Licensed Software, documentation, and to any modifications, enhancements or derivative works thereof created by either CSAB or You, and You acknowledge and agree that You do not acquire any rights, express or implied, therein, (ii) any configuration or deployment of the CCDM, and/or Licensed Software shall not affect or diminish CSAB's rights, title, and interest in and to the CCDM, and/or Licensed Software, and (iii) if You suggest any new features functionality, or performance enhancements for the CCDM, or Licensed Software that CSAB subsequently incorporates into the CCDM, or Licensed Software, such new Software or features, functionality, or performance enhancements of shall be the sole and exclusive property of CSAB.

17. Termination

This license and the rights granted hereunder shall terminate automatically without notice from CSAB if You fail to comply with the term(s) of Sections 4, 7, or 8 of this Agreement.

18. Effect of Termination

Provisions which, by their nature, should remain in effect beyond the termination of this Agreement shall survive, including but not limited to Sections 9, 10, 13, 14, 15, and 16.

19. Amendment

CSAB may amend this Agreement from time to time by posting an amended version at its website and sending You written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless You first gives CSAB written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Your next Term following the Proposed Amendment Date (unless You first terminate this Agreement pursuant to Section 5 above). Your continued use of the CCDM following the effective date of an amendment will confirm Your consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by Authorized Representatives of each party. Notwithstanding the foregoing, CSAB may amend the Privacy Policy at any time by posting a new version at its website and sending You notice thereof, and such amended version will become effective ten (10) business days after such notice is sent.

Please read the terms of this License Agreement carefully. By selecting the "I accept the Configura Catalogue Data Management License and Terms of Service Agreement" option you are accepting and agreeing to the terms of this Agreement with CSAB. If you do not meet this criterion or you do not agree to any of the terms of this Agreement, please select the "I do not accept the Configura Data Management License and Terms of Service Agreement" or use your browser's Back button to exit this page. You further agree that, once this Agreement is accepted, Your acceptance of this Agreement is continuing in nature for the entire Term, including all renewals thereof, of the Agreement.