



AnswerModules End User Trial License Agreement

ANSWERMODULES END USER TRIAL LICENSE AGREEMENT - Module Suite - PLEASE READ CAREFULLY

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B. This EULA does NOT apply to you if any of the following are true:

1. Previously signed License Agreement. Licensee has previously entered into a signed license agreement with AnswerModules with respect to this AnswerModules Software.
2. Embedded License. The Software contains a click to accept license visible as part of the installation process. In that case, the agreement you accept as part of the Software installation process governs your use of the Software.

C. This EULA is intended principally for Software licensed for evaluation purposes.

AnswerModules and LICENSEE agree as follows:

1. Object of the Agreement

1.1 AnswerModules licenses to LICENSEE, within the limits set below and free of any charge, the standard software "AnswerModules Module Suite" and its installation manual (hereinafter "the Products"). Such Products are licensed solely for LICENSEE's evaluation purposes, without undertaking, as of now, any obligation to purchase any license (hereinafter "Trial License").

1.2 Trial License shall expire within 30 (thirty) days from download (the "Expiry Date").

2. Termination

2.1 This Agreement is effective until the Expiry Date. By installing and running the Products, LICENSEE authorizes AnswerModules to immediately terminate LICENSEE's rights, without notice, under this Agreement, if LICENSEE fails to comply with the terms of this Agreement.

2.2 Upon termination of this Agreement and/or at the Expiry Date, LICENSEE must immediately cease all use of and destroy all copies of Products. AnswerModules, in addition to the auditing process as per Article 4.4 of this Agreement, may require LICENSEE to certify in writing that LICENSEE has complied with this requirement.

3. Right to utilization and reproduction

3.1 Trial License shall only be installed on nonproductive server, meaning that LICENSEE is forbidden from using it in production or to carry out the production activities of the business of LICENSEE.

3.2 LICENSEE shall not resell, license, sublicense, lease, loan and permit third parties to use, assign or transfer the right to use the Trial License nor the Products. The Trial License of the Products shall not be used to provide either free or chargeable services to or for the benefit of any third party. LICENSEE shall not use the Trial License of the Products to process its own internal data and/or any data of any third party. LICENSEE shall not use the Trial License of the Products to provide any training related to the Products to any party other than its own employees.

3.3 AnswerModules may release, at its own discretion and at no charge for LICENSEE, periodical software updates to integrate the Trial License. Maintenance services are not included in this Agreement.

3.4 LICENSEE, within the limits set above, can duplicate the Products if this is required from their use; this means that LICENSEE is authorized to install the Products to the storage of the deployed hardware as well as to load the Products from the storage. Furthermore, LICENSEE can duplicate the Products for backup purposes, but limiting the number of backup copies to those strictly necessary for the backup purposes.

3.5 LICENSEE shall not make further duplicates; this includes printouts of the program code.

3.6 Within the limits set in this Agreement LICENSEE can deploy its version of the Products on every hardware available to LICENSEE. If LICENSEE chooses to change the hardware, it shall delete the Product from the hardware it was previously deployed to. It is a material breach to simultaneously stock, deploy, use, or save any version of the Products on different hardware.

3.7 Violation of the LICENSEE's obligations set forth in Article 2 and 3 of this Agreement shall represent a material breach of this Agreement and allow AnswerModules to obtain damages, which shall be, in any case, no less than CHF 200'000 (two hundred thousand/00 Swiss Francs).

4. Restrictions on using the software source code of Products

4.1 Within the limits set in this Agreement, LICENSEE is only allowed to modify Products for extension of functionality or debugging causes.

4.2 LICENSEE shall not change or remove copyright notes, serial numbers as well as other characteristics that identify the software of the Products.

4.3 LICENSEE shall not compile, decompile, translate, reverse engineer or disassemble Products or part of them, take steps to discover the trade secrets or confidential information contained in the Products nor collect information that can be used to create derivative works of all or any part of Products.

4.4 AnswerModules reserves the right to verify the compliance to this Agreement with license audits, which are hereby preventively assented by the LICENSEE. LICENSEE shall maintain proper records to each transaction conducted pursuant to this Agreement sufficient for AnswerModules to verify that LICENSEE has complied with LICENSEE's obligations under this Agreement. AnswerModules may audit LICENSEE's books, records and computer systems from time to time while the agreement is in full force and effect and for 5 (five) years after the Expiry Date to verify that LICENSEE has complied with its obligations to AnswerModules under this Agreement. AnswerModules audit shall be conducted during business hours at LICENSEE's facilities and shall not interfere unreasonably with LICENSEE's business; LICENSEE shall cooperate with AnswerModules audit team, provide access to its records and allow AnswerModules to make and remove copies of LICENSEE's records.

4.5. AnswerModules can revoke LICENSEE's rights under this Agreement if the latter has violated the limitations or other of this Agreement.

4.6 LICENSEE shall not publish or disclose the results of any benchmark or other performance test run on Products, screenshots, screencast or any image of the Products without obtaining AnswerModules' prior written consent.

5. Disclaimer of warranties; liabilities, representations and warranties

5.1 LICENSEE expressly acknowledges and agrees that the use of the Products is at LICENSEE's sole risk. The Products are provided "as is" without warranties or promises, whether express or implied, by law, custom, usage or otherwise. The entire risk as to the satisfactory quality, performance, accuracy and effort of Products shall be with LICENSEE. There is no representation or warranty herein against interference with LICENSEE's other software. AnswerModules does not warrant, among the others, that the Products use will be uninterrupted, virus free or error free.

5.2 To the extent permitted by applicable law, AnswerModules and its related persons shall have no liability to LICENSEE or any third party whether in contract, tort (including negligence) or otherwise for any direct, special, incidental indirect or consequential damages (including – without limitation – damages for loss of profits, loss of revenue, loss of opportunity, loss of business or loss or damage to data or computer programs) arising out or related in any way to this Agreement.

5.3 LICENSEE shall defend, indemnify, and hold AnswerModules harmless from and against any and all claims suffered or incurred by AnswerModules at any time or times as a result of: (a) information supplied by LICENSEE to any third party regarding the specifications, features, functionality, performance, or use of Products, and/or any other service offered or provided by AnswerModules except where such information was supplied by AnswerModules under this Agreement for further distribution by LICENSEE; (b) any representation made by LICENSEE to any party that AnswerModules has endorsed, warranted, or guaranteed any LICENSEE services or products without LICENSEE obtaining AnswerModules' prior written consent.

6. Intellectual property

6.1 LICENSEE shall not file any patent, copyright and/or other intellectual property application and/or registration relating to the Products provided under this Agreement. This obligation shall survive the termination of this Agreement and continue in full force and effect.

6.2 AnswerModules and LICENSEE agree that all the intellectual property rights (hereinafter "IP Rights") and confidential information provided by one party ("Providing Party") to the other party ("Recipient Party") of this Agreement: (a) are proprietary to the Providing Party and/or its licensors; (b) are protected by domestic and international laws and treaties; (c) shall remain the sole property of the Providing Party and/or its licensors; (d) and are not being sold by Recipient Party in whole or in part in any manner whatsoever.

6.3 As between the Parties, LICENSEE shall retain all ownership rights to any and all innovations, inventions or developments ("Innovations"), whether or not jointly conceived, and IP Rights arising therefrom, that derive directly from LICENSEE's technology, and/or the LICENSEE IP Rights therein, provided by LICENSEE to AnswerModules during the term of this Agreement. As between the Parties, AnswerModules shall retain all ownership rights to all other innovations, whether or not jointly conceived, and all IP Rights arising therefrom, including, but not limited to, those Innovations that (i) derive from AnswerModules' Products, proprietary information, materials and/or IP Rights, and/or (ii) relate to the business of AnswerModules.

6.4 To perfect ownership of either Party's IP Rights, the other Party agrees to assign to that Party all rights they may have in those innovations to be owned by the other Party as provided herein, and to assist and cooperate with the Party in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to

acquire, transfer, maintain, and enforce such Party's I.P. Rights.

7. Confidentiality

7.1 LICENSEE acknowledges that Products are commercially valuable proprietary products and trade secrets of AnswerModules and that the Products, including but not limited to, the design, programming techniques, file layouts, source code and documentation thereof, is confidential information disclosed to LICENSEE to be used only as expressly permitted by the terms of this Agreement, whether or not any portion thereof is or may be validly copyrighted or patented.

7.2 LICENSEE acknowledges that AnswerModules has copyright and/or proprietary interests in Products and shall not publish copy or disclose Products.

7.3 The obligations under paragraphs 7.1 and 7.2 shall survive the termination of this Agreement and continue in full force and effect for 10 years after the termination of this Agreement.

7.3 LICENSEE agrees that, during the term of this Agreement and for six (6) months after the Expiry Date it will not, directly or indirectly, solicit for hire any employee of the other party.

8. Applicable law

8.1 This Agreement shall be governed by and interpreted in accordance with Swiss law. All provisions of the United Nations Convention On Contracts For The International Sale of Goods ("CISG") as of 11 April 1980 are hereby rejected by the Parties and excluded from this Agreement in its entirety. Any dispute regarding this Agreement is subject to the exclusive jurisdiction and venue of the courts of Lugano, Switzerland. Excluding conflicts of law regulations.

9. Severability

9.1 All provisions of this Agreement apply to the maximum extent permitted by applicable law. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this License will continue in effect.

10. Miscellaneous

10.1 This Agreement constitutes the sole, complete, and entire agreement between the Parties and supersedes all prior, contemporaneous, and collateral agreements, understandings, and representations, whether written or oral, concerning the subject.

10.2 This Agreement can only be amended by a written document signed by the Parties which states it is an amendment to this Agreement.

10.3 This Agreement shall not be assigned by LICENSEE, in whole or in part, without AnswerModules' prior written consent.

10.4 This Agreement is drawn up in English language in two counterparts, one for each Party.