

## KEYTERRA-FIRMA END-USER LICENSE AGREEMENT

This KeyTERRA-FIRMA End-User License Agreement ("EULA") is a legal AGREEMENT between KeyTERRA-FIRMA Limited, with its principal place of business at Forward House, 17 High Street, Henley-in-Arden, Warwickshire, B95 5AA, England ("KeyTERRA-FIRMA") and you (the individual or the company on behalf of which this EULA is entered into) ("you", "your", "End-User-Licensee") for the KeyTERRA-FIRMA product, which may include online or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you accept this EULA on behalf of a company, you represent that you have the authority to bind that company to this EULA. If you do not have such authority or if you do not agree to the terms of this EULA, you must not accept this EULA and you may not install and/or use the SOFTWARE PRODUCT.

SOFTWARE PRODUCT may refer to any of the KeyTERRA-FIRMA products, depending on the choice you have made when purchasing or installing the SOFTWARE PRODUCT (including any free versions, trial versions and Beta versions).

### 1. SOFTWARE PRODUCT OWNERSHIP

This is a license agreement and not a sale. Title, ownership rights, and intellectual property rights in and to the SOFTWARE PRODUCT (including without limitation any code, images, animations, video, audio, music, and text incorporated into the SOFTWARE PRODUCT, but not including the program Fade2D), the accompanying printed materials, any copies of the SOFTWARE PRODUCT, and any copies you as End-User-Licensee are permitted to make, are owned by KeyTERRA-FIRMA or its suppliers and affiliates and are protected by applicable copyright laws and international copyright treaties, as well as other intellectual property laws, treaties and trade secret laws. Absent a separate written agreement between you and KeyTERRA-FIRMA, your rights to use the SOFTWARE PRODUCT are specified in this EULA and KeyTERRA-FIRMA retains all rights not expressly granted to you in this EULA. Nothing in this EULA constitutes a waiver of KeyTERRA-FIRMA's rights under international copyright law or any other applicable intellectual property laws or treaties. You agree to treat the SOFTWARE PRODUCT like any other copyrighted material, and you may not copy the printed materials accompanying the SOFTWARE PRODUCT. You may not remove, modify or alter any KeyTERRA-FIRMA copyright or trademark notice from any part of the SOFTWARE PRODUCT, including but not limited to any such notices contained in the electronic media or documentation, in any of the runtime resources, or in any web presences or web-enabled notices, code, or other embodiments originally contained in or dynamically or otherwise created by the SOFTWARE PRODUCT.

### 2. GRANT OF LICENSE

Subject to the provisions contained herein, KeyTERRA-FIRMA hereby grants End-User-Licensee a non-exclusive, non-transferable license as follows:

#### Software Product

In the event that you have purchased a single license, you may install and use one copy of the SOFTWARE PRODUCT, for a single operating system, on a single computer. Additionally, you may install one (1) copy of the SOFTWARE PRODUCT on a second computer used by you, as the primary user, non-concurrently, for backup purposes only.

In the event that you have purchased a volume license, the SOFTWARE PRODUCT may be installed and used on a maximum number of computers as determined by the number of seats that you purchased.

In the event that you have purchased a network license, the SOFTWARE PRODUCT may be installed on an unlimited number of computers within a LAN (Local Area Network); however, the number of concurrent users may not exceed the number of seats that you purchased.

### Enhancements and changes to the SOFTWARE PRODUCT

KeyTERRA-FIRMA may enhance and/or change the features of the SOFTWARE PRODUCT at its discretion as long as it does not materially reduce the core functionality of the SOFTWARE PRODUCT. KeyTERRA-FIRMA will notify you of any material change to or discontinuation of any material features of the SOFTWARE PRODUCT.

Enhancements include any upgrades, modified versions, updates and additions (including LISP scripts) of and/or to the SOFTWARE PRODUCT. Content, timing and availability of all Enhancements are decided by KeyTERRA-FIRMA at its sole discretion. You must be eligible and properly licensed to use any Enhancements. Enhancements replace or supplement the SOFTWARE PRODUCT that formed the basis for your eligibility for such Enhancements. All Enhancements are subject to this EULA and any provisions applicable to the SOFTWARE PRODUCT in this EULA apply mutatis mutandis to the Enhancements.

### **Territory**

The SOFTWARE PRODUCT may be used in any country, with the exception of countries subject to EU and/or US trade sanctions.

### **No Concurrent Use**

Unless you have acquired a network license or unless you have obtained KeyTERRA-FIRMA's prior written consent, the SOFTWARE PRODUCT may not be shared or used concurrently or consecutively by more than one user.

### **No Other Licenses**

Other than the uses expressly permitted in this EULA, there is no license granted in this EULA under any patent, copyright, trade secret or other intellectual property rights, either expressly, by implication or under any other theory of law or equity.

## **3. USERS OF THE SOFTWARE PRODUCT**

In the event that you accept this EULA on behalf of a company, this EULA authorizes affiliates of such company to install the SOFTWARE PRODUCT, within the limits of the purchased license and pursuant to the terms of this EULA. Affiliate(s) means any entity, with the exception of joint ventures, that is controlled by Licensee and Licensee owns at least fifty-one (51%) percent of the stock of such entity.

All your rights and obligations as an End-User-Licensee under this EULA shall apply mutatis mutandis to any users of the SOFTWARE PRODUCT that are authorized to use the SOFTWARE PRODUCT under the purchased license. Any use of the SOFTWARE PRODUCT by whomever shall be considered for all intents and purposes as use by the End-User Licensee. You undertake to ensure that only sufficiently technically qualified users use the SOFTWARE PRODUCT. You are fully liable for any use of the SOFTWARE PRODUCT.

## **4. PERMITTED USE**

You shall use the SOFTWARE PRODUCT only for purposes and in a way that:

- are permitted by and in compliance with this EULA; and
- are permitted by all applicable laws and regulations in the relevant jurisdictions.

You shall not and shall not permit any third party to, or to attempt to:

- distribute, sell, or otherwise make any part of the SOFTWARE PRODUCT available to third parties except as permitted by this EULA;
- perform an action with the intent of introducing to the SOFTWARE PRODUCT any viruses, worms, defects, Trojan horses, malware, or any items which negatively affect the SOFTWARE PRODUCT;
- interfere with or disrupt the SOFTWARE PRODUCT or the servers or networks providing the SOFTWARE PRODUCT;
- modify, reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law and as required to obtain interoperability with other independently created software, or as may be otherwise specified by law. Notwithstanding the preceding sentence, the SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on other computers.

KeyTERRA-FIRMA may suspend your right to access or use any portion or all of the SOFTWARE PRODUCT immediately upon notice if KeyTERRA-FIRMA determines that:

- your use of the SOFTWARE PRODUCT (a) poses a security risk to KeyTERRA-FIRMA or any third party, (b) could adversely impact KeyTERRA-FIRMA's systems, (c) could subject KeyTERRA-FIRMA, or any third party to liability, or (d) could be fraudulent;
- the End-User Licensee is in breach of this EULA or any applicable law.

## **5. MAINTENANCE AND SUPPORT**

Maintenance applies to a specific active time frame (start and end date) as determined when purchased. Maintenance within the active purchased time period provides you access to updates (which are governed by the terms of this EULA as provided under section 2 Grant of License, Enhancements) and priority support.

If you purchase maintenance, you must purchase maintenance for every purchased license unit of the Like Software ("Like Software" means all software of the same title or same product content). By way of example only, and not limitation, if you purchase 20 KeyTERRA-FIRMA Mainstream licenses and desire to enter into maintenance for KeyTERRA-FIRMA Mainstream, you will be required to have all 20 KeyTERRA-FIRMA Mainstream licenses covered under maintenance. This also applies for maintenance renewals.

Any solutions provided by KeyTERRA-FIRMA during support (whether priority support or regular support) are governed by the terms of this EULA.

## **6. PLUG-INS AND ADD-ONS**

Any add-ons or plugins for the SOFTWARE PRODUCT owned by KeyTERRA-FIRMA are subject to the terms of this EULA. Any add-ons or plugins for the SOFTWARE PRODUCT by third parties are subject to any third-party terms and KeyTERRA-FIRMA shall have no obligations and no liability whatsoever with regard to such third-party add-ons and/or plugins.

KeyTERRA-FIRMA shall have no obligation to maintain the compatibility of the SOFTWARE PRODUCT with any of these add-ons or plugins.

## **7. NO ASSIGNMENT OR TRANSFERS**

You shall not sublicense, sell, lease, rent, assign or otherwise transfer the rights granted herein without the prior written consent of KeyTERRA-FIRMA. KeyTERRA-FIRMA shall not unreasonably withhold or delay such consent in the event of a change of control or ownership in the entity for which the SOFTWARE PRODUCT is being licensed.

## **8. DURATION AND TERMINATION**

The duration of the Agreement depends on the type of license that you have:

- If you purchased a perpetual license, the term will begin on the date this EULA is accepted and shall continue for an indefinite term (however, use of the SOFTWARE PRODUCT shall depend on the supported operating systems and technological evolutions);
- If you purchased a subscription license, the term will begin on the date this EULA is accepted and shall expire on the last day of the subscription term. If you purchase any subscription renewals, the term shall continue for the duration of any renewals;
- If you have a trial license, the term will begin on the date this EULA is accepted and shall expire on the last day of the trial term. If you purchase a license after the trial, the term shall continue in accordance with the duration of the purchased license (perpetual or subscription);

Notwithstanding any of the above and without prejudice to any of KeyTERRA-FIRMA's other rights, KeyTERRA-FIRMA may terminate this EULA if you fail to comply with the terms and conditions of this EULA.

In the event this EULA expires or is terminated, you agree to destroy all copies of the SOFTWARE PRODUCT and all of its component parts. Upon expiration or termination of this EULA, the obligations which by their nature are intended to survive expiration or termination of this EULA shall survive.

## **9. LIMITATIONS ON DATA SETS**

If the SOFTWARE PRODUCT has built-in restrictions that disable creation or editing of data sets of certain types (this typically may apply to 'non Mainstream' versions of a product) then you shall not bypass this limitation by using other data sets than the restricted ones delivered with the product. Such restricted SOFTWARE PRODUCT is available at a lower price because of its data set limitations, hence to become entitled to use unrestricted data sets you must upgrade to an unrestricted version of the SOFTWARE PRODUCT.

## **10. EXPORT LAW ASSURANCES**

You agree to comply with all applicable laws with respect to export controls and economic sanctions. You agree and certify that you will not export or re-export, directly or indirectly, the SOFTWARE PRODUCT to any country, person or entity subject to EU and/or U.S. export restrictions. You agree not to export or re-export, directly or indirectly, a SOFTWARE PRODUCT that is intended to be used for any purposes prohibited by the United States Government regulations or the EU Dual Use Regulations, including but not limited to nuclear and/or missile proliferation or chemical or biological weapons or weapons precursor development, unless you first obtain written permission to do so from KeyTERRA-FIRMA.

## **11. INDEMNIFICATION**

The SOFTWARE PRODUCT and all Enhancements are intended for use as specified in this EULA and in accordance with the documentation accompanying the SOFTWARE PRODUCT and the Enhancement, respectively. It is your responsibility to ascertain whether any additional copyright, patent or other licenses are necessary and to obtain any such licenses. You agree to hold harmless, indemnify, and defend KeyTERRA-FIRMA, its officers, shareholders, directors, and employees, from and against any losses, damages, fines, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any claims that you have encoded, compressed, copied, or transmitted any materials (other than the materials provided by KeyTERRA-FIRMA) in connection with the SOFTWARE PRODUCT or an Enhancement in violation of another party's rights or in violation of any law. If you are importing the SOFTWARE PRODUCT or an Enhancement from any country, you shall indemnify and hold KeyTERRA-FIRMA harmless from and against any import and export duties or other claims arising from such importation.

## **12. DATA ANALYTICS**

You acknowledge and agree that KeyTERRA-FIRMA will collect information about your use of the SOFTWARE PRODUCT ("Product Usage Data"). The Product Usage Data do not contain any personal data and will only be used to improve the SOFTWARE PRODUCT and the user experience. The Product Usage Data will not be shared with any third parties. You can withdraw your consent to the collection of the Product Usage Data at any point during the trial period by following the instructions in the SOFTWARE PRODUCT.

## **13. LIMITED WARRANTY**

### **Customer Remedies**

You shall inspect the SOFTWARE PRODUCT and any Enhancements thereto immediately after delivery and shall notify any defects to KeyTERRA-FIRMA without undue delay and at the latest within 30 days of delivery. Absent a timely notice of defects, you shall be deemed to have accepted the SOFTWARE PRODUCT and/or any Enhancements to it and to have waived any and all claims for defects, except for hidden defects. You shall notify KeyTERRA-FIRMA of any hidden defects within 30 days of discovering them. Provided that you timely notify KeyTERRA-FIRMA of a defect, KeyTERRA-FIRMA and its suppliers' entire liability and your exclusive remedy shall be, at KeyTERRA-FIRMA's sole option, either (a) return of the price paid by you for the SOFTWARE PRODUCT, if any, or (b) replacement by granting you the right to download the SOFTWARE PRODUCT again. This warranty is limited to a period of ninety (90) days for all SOFTWARE PRODUCTS, and

is void if damage of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or 30 (thirty) days, whichever is longer.

### **No Other Warranties**

The warranties above are exclusive and in lieu of all other warranties, whether express or implied. To the maximum extent permitted by applicable law, KeyTERRA-FIRMA and its suppliers disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the SOFTWARE PRODUCT and the provision of or failure to provide support services. This limited warranty gives you specific legal rights. You may have others, depending on your country, state or jurisdiction.

## **14. LIMITATION OF LIABILITY**

Except in relation to death and personal injury and only to the maximum extent permitted by applicable law, in no event shall KeyTERRA-FIRMA or its suppliers be liable for any special, incidental, indirect, speculative, punitive or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, damages for loss of good-will, computer failure or malfunction, or any other pecuniary loss) incurred by End-User Licensee or any other third party arising out of the use of or inability to use the SOFTWARE PRODUCT, the documentation, or any other accompanying materials, or the provision of or failure to provide support services, even if KeyTERRA-FIRMA or its suppliers have been advised of the possibility of such damages. In any case, KeyTERRA-FIRMA's entire liability under any provision of this EULA shall be limited in any single event or in the aggregate to (i) the SOFTWARE PRODUCT fee for one year in the case of a subscription license, or (ii) the one-off SOFTWARE PRODUCT fee in the case of a perpetual license, excluding any maintenance or other fees. End-User Licensee accepts the terms and conditions of this Agreement with the understanding that KeyTERRA-FIRMA's liability is limited, the prices payable have and will be calculated accordingly, and that End-User Licensee may reduce its risk further by making appropriate provision for insurance. End-User Licensee agrees to mitigate any losses or damages. Because some countries, states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

## **15. GOVERNING LAW**

This EULA is governed by the laws of England without regard to its principles governing conflicts of law. By using the SOFTWARE PRODUCT, you consent to the personal and exclusive jurisdiction and venue of the courts sitting in Birmingham, England.

## **16. AUDIT**

During the term of this EULA and for a period of one (1) year thereafter, upon ten (10) business days prior written notice to End-User-Licensee, KeyTERRA-FIRMA shall have the right, during End-User-Licensee's normal business hours, to audit any and all records of End-User-Licensee or its Affiliates that contain information bearing upon Licensee's or its Affiliates compliance with this EULA. KeyTERRA-FIRMA's personnel or third-party personnel acting under the direction of KeyTERRA-FIRMA may perform the audit. The right of audit shall be limited to once per calendar year and shall not cover records over three (3) years old. Prior to the start of an audit, KeyTERRA-FIRMA's personnel, or third-party personnel acting under the direction of KeyTERRA-FIRMA, will sign a non-disclosure agreement to be provided by End-User-Licensee. KeyTERRA-FIRMA shall bear the cost of this audit unless the results of the audit show a material breach of this Agreement by End-User-Licensee or its Affiliates, in which case the cost of the audit will be paid by End-User-Licensee.

## **17. SEVERANCE**

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all the other provisions shall remain in full force and effect. Any invalid provision shall be replaced with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

## **18. HEADINGS**

The headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

## **19. NO WAIVER**

The waiver by KeyTERRA-FIRMA of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for breach of KeyTERRA-FIRMA's proprietary rights in the SOFTWARE PRODUCT, no action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

## **20. LANGUAGE AND UPDATES OF THE AGREEMENT**

The English version of the EULA is the sole official one and the latest version can be consulted at any time on the KeyTERRA-FIRMA website ([www.ktfsoftware.com/eula](http://www.ktfsoftware.com/eula)). All versions in other languages are provided for convenience only.

This document may be updated from time to time.