

Table of Contents

- 1.1 DEFINITIONS ..... 2**
- 1.2 FREE TRIAL ..... 3**
- 1.3 OUR RESPONSIBILITIES ..... 3**
  - 1.3.1 Provision of Purchased Services ..... 3
  - 1.3.2 Protection of Your Data ..... 3
  - 1.3.3 Our Personnel ..... 3
- 1.4 USE OF SERVICES AND CONTENT ..... 3**
  - 1.4.1 Tokens ..... 3
  - 1.4.2 Subscriptions ..... 4
  - 1.4.3 Usage Limits ..... 4
  - 1.4.4 Usage Restrictions ..... 4
  - 1.4.5 Removal of Content ..... 4
  - 1.4.6 Fees ..... 4
  - 1.4.7 Invoicing and Payment ..... 5
  - 1.4.8 Overdue Charges ..... 5
  - 1.4.9 Suspension of Service and Acceleration ..... 5
  - 1.4.10 Modifications ..... 5
  - 1.4.11 Taxes ..... 5
- 1.5 PROPRIETARY RIGHTS AND LICENSES ..... 5**
  - 1.5.1 Reservation of Rights ..... 5
  - 1.5.2 Access to and Use of Content ..... 6
  - 1.5.3 License to Host Your Data and Applications ..... 6
  - 1.5.4 License to Use Feedback ..... 6
- 1.6 CONFIDENTIALITY ..... 6**
  - 1.6.1 Definition of Confidential Information ..... 6
- 1.7 REPRESENTATIONS, DISCLAIMERS AND LIMITATION OF LIABILITY ..... 7**
  - 1.7.1 Representations ..... 7
  - 1.7.2 Disclaimers ..... 7
  - 1.7.3 Limitation of Liability ..... 7
  - 1.7.4 Exclusion of Consequential and Related Damages ..... 7
- 1.8 TERM AND TERMINATION ..... 7**
  - 1.8.1 Term of Agreement ..... 7
  - 1.8.2 Term of Purchased Subscriptions ..... 8
  - 1.8.3 Surviving Provisions ..... 8
- 1.9 NOTICES AND GOVERNING LAW ..... 8**
  - 1.9.1 Manner of Giving Notice ..... 8
  - 1.9.2 Agreement to Governing Law and Jurisdiction ..... 8

# Connecting Software SaaS Subscription Agreement

PLEASE READ THIS SUBSCRIPTION AGREEMENT CAREFULLY BEFORE ACCEPTING. THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY SUBSCRIBING TO ANY OF OUR ONLINE SERVICES YOU CONFIRM THAT YOU AGREE TO ALL THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. UNLESS AND UNTIL COMPANY HAS AGREED TO BE BOUND BY ALL OF THE TERMS OF THE AGREEMENT, COMPANY HAS NOT BECOME A LICENSEE OF, AND IS NOT AUTHORIZED TO USE, THE CONNECTING SOFTWARE SAAS PRODUCTS.

You may not access the Services if You are Our direct competitor, except with Our prior written consent.

This Agreement was last updated on July 8, 2016. It is effective between You and Us as the date of You accepting this Agreement.

## 1.1 DEFINITIONS

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Connecting Software SaaS Subscription Agreement.

**"Malicious Code"** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**"Services"** means the products and services that are ordered by You under an Order Form or provided to You under a free trial, and made available online by Us.

**"User"** means an individual who is authorized by You to use a Service, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password (for Services utilizing

authentication). Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

“**We**,” “**Us**” or “**Our**” means the Connecting Software s.r.o. & Co. KG, Handelskai 340/5, 1020 Vienna, Austria, Company ID: 286896g.

“**You**” or “**Your**” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity which have signed Order Forms.

“**Your Data**” means electronic data and information submitted by or for Customer to the Services.

## 1.2 FREE TRIAL

If You register on Our website for a free trial, We will make one or more of our Services available to You on a trial basis free of charge for period of time specified for the Service. Free trial will be automatically terminated at the end of your trial period unless You will purchase a paid plan.

ANY DATA YOU ENTER INTO THE SERVICES INCLUDING SETTINGS AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU DURING THE FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES BEFORE THE END OF YOUR TRIAL PERIOD.

## 1.3 OUR RESPONSIBILITIES

### 1.3.1 Provision of Purchased Services

Upon filling our order form we will make our Services available to You in the shortest reasonable time period. We will use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for planned downtime and unavailability caused by circumstances beyond Our reasonable control including for instance act of government, flood, fire, earthquake, act of terror, Internet Service Provider failure etc.

### 1.3.2 Protection of Your Data

All your data, setting and customizations will be hosted in Azure cloud by Microsoft. We will take measures to protect your data from being lost, damaged, stolen or misused. All your data is properly encrypted and none of our employees have unencrypted access to it. Our Services do not permanently store any of your data on our servers.

### 1.3.3 Our Personnel

We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement.

## 1.4 USE OF SERVICES AND CONTENT

### 1.4.1 Tokens

Upon receiving your payment, We will provide You with Token codes for the products You have paid for. Upon creating Your account at <http://cbsaasportal.azurewebsites.net> You will have access to active your Subscription using your token codes.

#### 1.4.2 Subscriptions

Unless otherwise stated, all of our Services are purchased as subscriptions which are NOT automatically renewed. You need to manually re-purchase your subscription towards the end of your current subscription, otherwise your subscription will be automatically cancelled and you may lose your data, setting and customizations.

#### 1.4.3 Usage Limits

The usage of our Services may be limited by the amount of users, time period, data traffic, amount of servers of the target systems etc.. All these limitations are specified separately for each of our Service. If you get close to exceeding your contractual usage limit, we will electronically notify you. Upon exceeding your contractual usage limit, the Service may stop. The Service will continue to work when a new plan or upgrade of the Service is purchased.

#### 1.4.4 Usage Restrictions

You may not sell, resell, license, sublicense, distribute, make available or lease any Service that we provide. You may not use our Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights. You may not use our Service in order to store or transmit malicious code. You may not interfere with or disrupt the integrity or performance of any Service or third-party data contained therein. You may not attempt to gain unauthorized access to any Service or Content or its related systems or networks. You may not permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use any of Our Services to access or use any of Our intellectual property except as permitted under this Agreement or the documentation. You may not copy a Service or any part, feature, function or user interface thereof. You may not frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the documentation. You may not access any Service or Content in order to build a competitive product or service. Any use of the Services in breach of this Agreement, Documentation or Order Forms, by You that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Services, however We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

#### 1.4.5 Removal of Content

If We are required by a licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, We may so notify You and in such event You will promptly remove such Content from Your systems. If You do not take required action in accordance with the above, We may disable the applicable Service until the potential violation is resolved.

#### 1.4.6 Fees

You will pay all fees specified in Order Forms. Fees are based on Services and Content subscriptions purchased and not actual usage. Payment obligations are non-cancelable and fees paid are non-refundable. Quantities purchased cannot be decreased during the relevant subscription term.

#### 1.4.7 Invoicing and Payment

You will provide Us with valid and updated credit or debit card information. If You provide credit or debit card information to Us, You authorize Us to charge such credit card for all Purchased Services listed in the Order Form. Such charges shall be made in advance prior to us providing the Service. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 14 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

#### 1.4.8 Overdue Charges

If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, those charges may accrue late interest at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

#### 1.4.9 Suspension of Service and Acceleration

If any amount owing by You under this or any other agreement for Our services is 14 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

#### 1.4.10 Modifications

We reserve the right to make modifications to Our Product or particular features or components of Our Product, from time to time, at its sole discretion. We will exercise reasonable commercial efforts to notify You of any such material modifications to Our Product, provided however, that We will not have any liability for failure to provide such notice.

#### 1.4.11 Taxes

All prices on our webpage are quoted without VAT unless otherwise specified. We will charge you VAT in case:

- You order Our Services as a person (not company) and You are located within EU
- You order as a company which is located in EU and You don't have a valid VAT number

In all other cases We won't charge You the VAT.

### 1.5 PROPIETARY RIGHTS AND LICENSES

#### 1.5.1 Reservation of Rights

Subject to the limited rights expressly granted hereunder, We and Our licensors and Content Providers reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

### 1.5.2 Access to and Use of Content

You have the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

### 1.5.3 License to Host Your Data and Applications

You grant Us, Our Affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Your Data created by or for You using a Service or for use by You with the Services, as reasonably necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to any of Your Data.

### 1.5.4 License to Use Feedback

You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of Our or Our Affiliates' services.

## 1.6 CONFIDENTIALITY

### 1.6.1 Definition of Confidential Information

"Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including your pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

Notwithstanding the foregoing, We may disclose the terms of this Agreement and any applicable Order Form to a subcontractor to the extent necessary to perform Our obligations to You under this Agreement, under terms of confidentiality materially as protective as set forth herein.

## 1.7 REPRESENTATIONS, DISCLAIMERS AND LIMITATION OF LIABILITY

### 1.7.1 Representations

Each party represents that it has validly entered into this Agreement and has the legal power to do so.

### 1.7.2 Disclaimers

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

### 1.7.3 Limitation of Liability

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

### 1.7.4 Exclusion of Consequential and Related Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 1.8 TERM AND TERMINATION

### 1.8.1 Term of Agreement

This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

### 1.8.2 Term of Purchased Subscriptions

The term of each subscription shall be as specified in the applicable Order Form.

### 1.8.3 Surviving Provisions

All section of this agreement will survive any termination or expiration of this Agreement.

## 1.9 NOTICES AND GOVERNING LAW

### 1.9.1 Manner of Giving Notice

All notices related to this Agreement will be in writing or electronic form and will be effective upon (a) personal or electronic delivery, (b) the second business day after mailing. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant Services system administrator designated by You.

### 1.9.2 Agreement to Governing Law and Jurisdiction

You are contracting with Us under this Agreement. In case of any dispute or lawsuit arising out of or in connection with this Agreement, the jurisdiction for such case will be in Austria regardless where You are domiciled.