

## **Configura Web API License and Terms of Use Agreement for Catalogues ("CWALT")**

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This Configura Web API License and Terms of Use Agreement is referred to as ("CWALT") 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 AND USE OF THE SYSTEM PROVIDED BY CSAB. BY ACCEPTING, ACCESSING AND/OR USING THE SYSTEM, 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**

(a) The SYSTEM is made available to You subject to the terms of this Agreement and any other services that is agreed to by CSAB and You.

(b) Any related software and documentation owned by CSAB and that is made available to You in connection with the SYSTEM is subject to the terms of this License Agreement, referred to as ("Licensed Software").

### **3. License Fee And Payment**

You agree to pay CSAB a fee for the use of SYSTEM and/or Licensed Software pursuant to each applicable subscription fee and dynamic usage fee based upon the current fee schedule as set forth by CSAB and as amended from time to time, collectively 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 in accordance with the applicable subscription or as otherwise set forth by CSAB. 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.

### **4. 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, provided the payment of the Licensee Fee as set forth in Section 3 above is current and has been paid through the Initial Term, 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.

### **5. License Grant for SYSTEM**

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 access and use the SYSTEM and Licensed Software for Your use only and not to print a copy of any portion of the SYSTEM 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 SYSTEM or Licensed Software 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.

#### **6. Authorized Users**

CSAB agrees that You and/or your authorized User(s) are the only authorized User(s) of the SYSTEM under your account and this Agreement. Any access to or use of the SYSTEM or Licensed Software under your account by any person other than You and/or your authorized User(s) is not authorized and a violation of this Agreement.

**7. Required Key For Activation.** CSAB may provide technological measures such as a special security code owned and controlled by CSAB (e.g., "License Key") designed to prevent unlicensed or illegal access and/or use of the SYSTEM or Licensed Software and render the SYSTEM and/or Licensed Software operational during the Term. You agree that CSAB may use these measures to protect CSAB against software piracy. You shall not attempt to crack, alter or otherwise derive the License Key(s).

#### **8. Conditions and Restrictions for SYSTEM.**

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

- (1) You shall not use the SYSTEM or Licensed Software for any means, by any method, or for any purpose or manner or take any action whatsoever to avoid having to pay any required License Fee;
- (2) You shall not use the SYSTEM or Licensed Software in any unlawful manner or in any other manner that may cause damage or disruption to the SYSTEM or Licensed Software;
- (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 SYSTEM or Licensed Software under another User's account;
- (4) You shall not obtain personal information from any other User for commercial or other unlawful purposes;
- (5) 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;
- (6) You shall not threaten, intimidate or harass any other User; and
- (7) 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 SYSTEM or Licensed Software 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 SYSTEM or Licensed Software 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 SYSTEM or Licensed Software, 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 SYSTEM or Licensed Software.

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](http://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 SYSTEM, 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 SYSTEM or by closing your account, but please note that your withdrawal of consent will not be retroactive.

**10. Copyright Infringement Policies and Procedures**

The parties agree and accept the copyright infringement policies and procedures found at [www.configura.com/agreements](http://www.configura.com/agreements).

**11. Disclaimers**

YOU expressly acknowledge and agree that use of the SYSTEM and Licensed Software is at YOUR sole and entire risk. YOU ASSUME ALL RISK AS TO THE SELECTION, USE, PERFORMANCE AND QUALITY OF THE SYSTEM AND LICENSED SOFTWARE AND AGREE NOT TO USE THE SYSTEM AND LICENSED SOFTWARE IN ANY SITUATION WHERE SIGNIFICANT DAMAGE OR INJURY TO PERSONS, PROPERTY, OR BUSINESS COULD OCCUR FROM A SOFTWARE ERROR. The SYSTEM and 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 SYSTEM AND LICENSED SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SYSTEM AND LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SYSTEM AND LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SYSTEM AND LICENSED SOFTWARE WILL BE CORRECTED. The entire risk as to the results and performance of the SYSTEM and Licensed Software is assumed by You. FURTHERMORE, CSAB DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SYSTEM AND 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 WARRANTY. SHOULD THE SYSTEM AND 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.

**12. Limitation of Liability**

IN NO EVENT SHALL: (a) CSAB'S TOTAL CUMULATIVE LIABILITY to YOU for all damages, losses, and any cause of action whatsoever (whether in contract, tort (including negligence) or otherwise) 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. YOU AGREE TO BEAR ALL COSTS RESULTING FROM THE ACCESS AND USE OF THE SYSTEM AND LICENSED SOFTWARE; AND (b) CSAB, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF INFORMATION, AND THE LIKE) ARISING OUT OF OR RELATING TO THIS SYSTEM, LICENSED SOFTWARE and/or AGREEMENT OR YOUR ACCESS, USE, PRODUCTION, DELIVERY, MISUSE OR INABILITY TO USE THE SYSTEM AND/OR LICENSED SOFTWARE OR RELATED DOCUMENTATION, OR ANY PORTION THEREOF. THE LIABILITIES LIMITED BY THIS SECTION 12 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER UNDER A THEORY IN CONTRACT, WARRANTY, TORT, PRODUCTS LIABILITY, OR OTHERWISE; (iii) EVEN IF CSAB OR CSAB'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH 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 12, CSAB's liability will be limited to the maximum extent permissible.

**13. 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 any violation or breach of any term of this Agreement or any law or the intellectual property rights of any third party by You.

**14. 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 SYSTEM, 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 SYSTEM, and/or Licensed Software shall not affect or diminish CSAB's rights, title, and interest in and to the SYSTEM, and/or Licensed Software, and (iii) if You suggest any new features functionality, or performance enhancements for the SYSTEM, or Licensed Software that CSAB subsequently incorporates into the SYSTEM, or Licensed Software, such new Software or features, functionality, or performance enhancements of shall be the sole and exclusive property of CSAB.

**15. 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 3, 6, or 8 of this Agreement.

**16. 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, 11, 12, 13, and 14.

**17. 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 4 above). Your continued use of the SYSTEM 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 Web API License and Terms of Use Agreement for Catalogues" 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 Web API License and Terms of Use Agreement for Catalogues" 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.**