

Integration Matters Inc. - AMI Terms & Conditions

GENERAL

1. General

1.1 Integration Matters Inc. ("Licensor") grants to customer ("Customer") the right to deploy and use the software ("Licensed Software") on the Amazon Machine Images ("AMI") provided by Amazon Web Services ("AWS") on AWS Marketplace. The Licensor grants to the Licensee a right to use the software products (hereinafter "Software") identified in the Software License and Software Maintenance Agreement (hereinafter "Agreement"). This Agreement sets forth the scope of the conforming use and therefore the scope of the granted right of use. Unless explicitly otherwise agreed in this Agreement, Licensor grants to Licensee a single, non-exclusive, non-transferable, non-sublicensable right to use the Software for the Licensee's own commercial purposes (processing its own data) for the period of time and to the extent stipulated in this Agreement. The Licensor reserves all other rights related to the Software including the rights to copy, adapt, revise, distribute and reproduce, unless otherwise agreed in this Agreement.

1.2 Licensor's parent company, Faiz & Siegel Software GmbH ("Parent") is the entire legal and beneficial owner of the Licensed Software.

1.3 The support and maintenance services provided by Licensor and Parent are specified in Attachment 1.

1.4 Customer is accepting these AMI Terms and Conditions ("AMI Terms & Conditions"), including Attachment 1.

1.5 The Agreement contains the entire understanding among the Parties and supersedes any and all prior agreements, understandings and arrangements whether written or oral among the Parties with respect to the matters contained herein. No amendments, changes, modifications or alterations of the terms and conditions hereunder shall be binding upon Licensor, unless in writing and signed by an authorized representative of Licensor.

2. Definitions

2.1 "Order" means an order that Licensor and Customer are entering into on AWS Marketplace and that describes the Licensed Software (product description), the fees and the duration of the license and services provided by Licensor

2.2 "nJAMS Client" is part of Licensed Software and means any software that Licensor makes available to Customer for the purpose of use with Licensed Software only.

2.3 "Term" means the end of the services as determined in the Order and as extended, if applicable, pursuant to Section 9, unless terminated by either Party pursuant the provisions of Section 6.2, Section 19 or Section 21.

2.4 "Customer Data" means all works, data and materials uploaded to, stored on or processed by Licensed Software by the Customer using the Customer's account in connection with this Agreement.

2.5 "Free Trial" means Licensed Software provided by Licensor free of charge for a limited period of time and with limited features and functionality for the purpose of evaluation of the Licensed Software.

USE OF Software

3. License

3.1 Subject to Customer's compliance with this Agreement, including full and timely payment of all fees, Licensor grants to Customer a limited, revocable, non-exclusive, non-sublicensable and non-transferrable license to use and deploy the Licensed Software during the Term.

3.2 Parent reserves all rights related to the Licensed Software including the rights to copy, adapt, revise, distribute and reproduce it.

3.3 Parent reserves the right to make technical improvements and upgrades to the Licensed Software.

3.4 Customer may not copy, adapt, revise, distribute and reproduce or decompile the Licensed Software.

3.5 The Licensed Software shall remain the sole property of Parent. Customer has no ownership interest in the Licensed Software or any modifications to it.

3.6 Customer may, in special circumstances, access and use a Free Trial version of the Licensed Software for a limited and agreed period of time under the provisions of this Agreement free of charge. Free Trial services are provided "as is" with no warranties whatsoever, express or implied.

4. Use

4.1 Licensor agrees to grant Customer access to deploy and use the Licensed Software in AWS' cloud.

4.2 The Authorized Users may use the Licensed Software for the benefit of Customer in the ordinary course of Customer's internal business operations ("Permitted Use").

4.3 The Permitted Use of the Licensed Software will end upon expiration of the Term.

4.4 Customer is responsible for providing the system environment to have access to the Licensed Software in AWS' cloud.

4.5 The Licensed Software uses Open Source Components for specific functions or requires such Open Source Components. Open Source Components are not components of the Licensed Software, they are system requirements. The licensing and maintenance of Open Source Components is not part of the Agreement.

Required Open Source Components as well as a list outlining Open Source Components required for the use of the Licensed Software shall be made available by Licensor to Customer upon request. Open Source Components can also be obtained from the licensor of the respective Open Source Component directly.

Licensor does not grant any license or any other right in the Open Source Components that is required for the use of the Licensed Software. The use of Open Source Components is governed by the license conditions of the licensor of the respective Open Source Component. This shall be the case irrespective of whether Customer receives the Open Source Component directly from its licensor or indirectly through the Licensor. In case the Open Source Component is provided through the Licensor, Licensor shall upon request make available to Customer the license conditions received from the licensor of the Open Source Component. In any case, with regard the Open Source Component the licensor of such Open Source Component (and not the Licensor) shall become the Customer's contractual partner.

5. No Third Party Rights

5.1 The Licensed Software shall be free from any third party rights which would prevent its Permitted Use by Customer in accordance with the Agreement.

5.2 Customer shall inform Licensor in writing without delay of any third party claiming any right regarding the use of the Licensed Software and shall give Licensor all necessary assistance.

FEES & COSTS

6. Fees

6.1 Customer shall pay all fees (without any deductions) within thirty (30) days after the receipt of the invoice.

6.2 If Customer fails to make any undisputed payment when due then, in addition to all other remedies that may be available to Licensor:

(a) Licensor may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;

(b) Customer shall reimburse Licensor for all costs incurred by Licensor in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for fifteen (15) days following written notice thereof, Licensor may: (i) disable Customer's use of the Licensed Software (including by means of a disabling Licensed Software, code, technology or device); (ii) withhold, suspend or revoke its grant of a license hereunder; and/or (iii) terminate this Agreement with immediate effect.

6.3 All invoiced amounts will be net, to which the sales tax (as may be amended from time to time) will apply. The current rate of statutory sales tax shall be invoiced and paid in addition to all fees. Licensor shall state the rate and amount of sales tax separately on the invoice.

6.4 No refund of fees will be made if the Agreement is terminated prior to the agreed Term.

6.5 Customer shall pay all applicable taxes due under this Agreement, except taxes based on Licensor's net income.

7. Extension and Adjustments

7.1 In the event the Permitted Use is extended, additional fees will be owed for such extension. The additional fees are calculated based on the difference between the fees for the extended use under the Licensor's then-current price list and the fees for the previous use under the Licensor's then-current price list.

7.2 For the second year as well as subsequent years of the Term, Licensor may adjust the annual fee by the percentage the consumer price index has increased compared to the prior year.

8. Data Conversion Costs

8.1 Customer shall be responsible for the payment of all costs related to data conversion and transition.

TERM & TERMINATION

9. Term

9.1 The Annual Agreement will automatically renew on a yearly basis unless either Party gives at least (thirty) 30 days' written notice of termination to the other Party prior to the expiration of the then-current Term.

9.2 Licensor may terminate Customer's license to any Free Trial at any time with or without cause by notice to Customer

10. Effects of Termination

10.1 Upon the expiration of the Term Customer will immediately cease using Licensed Software and destroy all copies of Licensor's materials including documentation and confidential information. At Licensor's request Customer will promptly confirm such destruction in writing.

10.2 Upon the expiration of the Term Licensor will not have any liability whatsoever for suspension of access account and deletion of Customer Data.

10.3 All provisions under the Agreement which by their terms survive, or by their nature should survive, the expiration of the Term shall survive such

expiration of the Term, including Section 1, Section 3.4 and Section 3.5, Section 4.3, this Section 10, Section 15, Section 16, Section 17, Section 20, Section 22, Section 23, Section 24, Section 25, Section 26 and Section 27.

SUPPORT & MAINTENANCE

11. Support & Maintenance Services

11.1 Licensor shall provide the support and maintenance services specified in Attachment 1.

11.2 As part of the maintenance, Licensor will provide technical improvements and updates to the Licensed Software. Licensor may also provide new versions of the Licensed Software.

11.3 Licensor may make upgrades to Licensed Software. Such upgrades may result in changes in the functionality, design and layout of the Licensed Software. However, such upgrades shall not substantially impair the basic functionality of the Licensed Software.

12. Customer's Obligations

12.1 If an alleged error in the Licensed Software arises, the Customer shall provide adequate information about the circumstances in which the error arises and the manner of the error's appearance in the form of file descriptions and backup transcripts (dumps). If, due to Customer's negligence, an error was communicated but does in fact not exist, any work, which Licensor performs to cure the alleged error, will be invoiced at the then relevant fee rates. Licensor will only cure errors that fall within its area of responsibility. This is not the case e.g. for errors that result from misleading third-party representations regarding the compatibility of the Licensed Software.

12.2 Any services which go beyond the support and maintenance services set forth in the Agreement must be agreed by the Parties in writing and compensated separately.

SECURITY

13. Data Security

13.1 Licensor shall comply with its internal data security policy which Licensor may amend at any time in its sole discretion.

13.2 Customer shall inform Licensor in writing without delay but at the latest within twenty-four (24) hours of any security breach Customer is or has become aware of.

14. Notification of Security Issues

14.1 In the event that a breach of security or confidentiality occurs, Licensor retains the right to provide notice of such breach of security or confidentiality to Customer's employees or customers in compliance with applicable privacy laws and regulations.

14.2 Customer shall be responsible for all costs of notifying Customer's employees or customers of a security or confidentiality breach.

15. Disaster Recovery

15.1 Customer is obligated to take reasonable courses of action to avoid and mitigate damages. Customer is specifically obligated to regularly - at least once daily - backup its data.

WARRANTIES

16. Limited Warranties

16.1 The Licensed Software is available "AS-IS" and performs substantially in accordance with end user documentation.

16.2 Any claims by Customer regarding an alleged defect of the Licensed Software will be time-barred within 3 months after the effective date of the Agreement.

17. No Other Warranties

17.1 OTHER THAN AS SET FORTH HEREIN, ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED BY LICENSOR, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSOR DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT ANY PARTICULAR OUTCOME OR RESULT WILL ARISE FROM THE USE OF THE LICENSED SOFTWARE.

CUSTOMER DATA

18. Data Security

18.1 All intellectual property rights in the Customer Data will remain the property of Customer.

18.2 Customer warrants and represents that Customer Data complies (i) with laws, statutes and regulations and (ii) does not infringe any person's intellectual property rights

GENERAL PROVISIONS

19. Force Majeure

19.1 In no event will Licensor be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing its obligations, when and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement by giving written notice if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

20. Limitation of Liability

20.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OWE ANY DAMAGES OR HAVE ANY LIABILITY TO CUSTOMER, ANY OF CUSTOMER'S AFFILIATES OR ANY THIRD PARTY ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, (A) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITIES OF ANY KIND OR FOR LOSS OF REVENUE OR PROFITS OR LOSS OF BUSINESS; OR (B) IN AN AGGREGATE AMOUNT IN EXCESS OF THE FEES RECEIVED BY LICENSOR FROM CUSTOMER IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS PURSUANT TO THE ORDER.

21. Ethical Business Practice

21.1 The Parties endeavor to hold themselves to the highest performance, ethical and compliance standards, including basic human rights, encouraging

fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. In performing their duties under the Agreement the Parties acknowledge the value and importance of performance and ethical behavior.

21.2 The Parties agree to conduct the business contemplated herein in a manner which is consistent with all applicable laws, including the U.S. Foreign Corrupt Practices Act, good business ethics and the Ethical Business Practices Policy of Customer as defined in this Article. Specifically, the Parties warrant that in connection with the Agreement they, their directors, employees, officers, and anyone acting on their behalf shall not offer, make or promise any payment, either directly or indirectly, of money or other assets ("Payment") to any government, political party or international organization official, candidate or persons acting on behalf of any of the foregoing or directly associated with them including their staff, business partners, close associates and family ("Officials") where such Payment would constitute a violation of any applicable law. In addition, regardless of legality, the Parties shall make no Payment, either directly or indirectly, to Officials if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of the Agreement.

21.3 Notwithstanding anything contained in the Agreement, either Party shall have the right to terminate the Agreement with immediate effect upon any violation of this Section 21.

22. Compliance with Laws

Each Party shall, and shall cause each of its officers, directors, employees, contractors, temporary workers, subcontractors, agents and other representatives ("Representatives") to perform and provide all services and carry out all other activities hereunder in compliance with all applicable laws, governmental regulations, rules, requirements, ordinances, directives and other requirements of federal, supranational, national, state, provincial and local authorities, including, but not limited to the U.S. Federal Food, Drug and Cosmetics Act and its accompanying regulations, and the Medicare and Medicaid Patient and Meeting Protection Act of 1987 (commonly known as the Anti-Kickback Statute) and its accompanying regulations. Licensor acknowledges that it is Customer's intent that all activities hereunder shall comply with all applicable guidelines established by applicable pharmaceutical, healthcare, consumer products and veterinary industry associations and organizations, as the case may be, and all laws applicable to the conduct of scientific, educational and other activities applicable (if any) to the services to be performed under the Agreement. The Parties shall notify one another if either of them becomes aware of any noncompliance with any such laws by them or any of their Representatives.

23. Export Restrictions

Customer, at its own expense, shall be solely responsible for complying with all local laws and regulations in relation to the Licensed Software. In the event that Customer allows the use of the Licensed Software by Authorized Users cross-border, Customer undertakes to comply with all statutory provisions and regulations that apply to the foreign trade sector, as well as with applicable trade embargos and import and export regulations. Notwithstanding anything contained in the Agreement, Customer will indemnify and hold harmless and defend Licensor against any and all liability arising from or relating to Customer's breach of any of the above-mentioned laws and regulations.

24. Governing Law & Venue

24.1 The Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

24.2 Any legal suit, action or proceeding arising out of or related to the Agreement shall be submitted exclusively to the state or federal courts with jurisdiction in the City of Dover, State of Delaware, and each Party expressly waives any objection or defense based on the lack of jurisdiction or venue (including without limitation a plea for forum non conveniens). Service of process, summons, notice or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

24.3 EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT.

25. Severability

25.1 If any portion of the Agreement is to any extent determined to be illegal, invalid or unenforceable by a court or arbiter of competent jurisdiction, the remainder of the Agreement will not be affected and will remain valid and enforceable. In addition, the affected portion of the Agreement will remain in effect in all circumstances other than the circumstances that caused the court or arbiter to find that part to be illegal, invalid or unenforceable

26. Independent Contractors

26.1 Nothing in the Agreement shall operate to or be construed or interpreted as to render the Parties as other than independent contractors, nor shall anything in the Agreement operate or be construed or interpreted as to render any Party, or any of such Party's representatives or contractors, to be employees, agents, associates, joint ventures or partners of the other Party.

27. Publicity

27.1 Customer agrees that Licensor may publish and identify Customer as one of its customers on Licensor's website and/or other marketing materials. To this effect, Customer hereby grants Licensor the right to use its name and logo on Licensor's website and in marketing materials worldwide.

ATTACHMENT 1

Support and Maintenance

SERVICE DESCRIPTION

Standard Product Support Service

Licensor's Licensed Software standard product support service comprises the following services:

- * Twenty-four (24) hour access to Licensor's support portal including access for authorized technical contacts to Licensor's reporting system for browsing and submitting trouble tickets, online access to new product information, documentation, knowledge center, and information on available Licensed Software fixes.

- * Information on new features, events, and customer application articles

All support services are provided remotely.

PROCESSING CUSTOMER REQUESTS

Customer requests will be received by Licensor's technical support and will be documented in the support portal for further processing. The customer will be given a reference processing number for future reference.

Service Expectations

The Licensor will use all reasonable efforts to respond to requests made by Customer through the support portal and to resolve reported issues.

Licensor's standard product support service comprises the following service expectations:

- * Reaction time: 1 business day; call-back or electronic reply
- * Reporting (timeframe): As agreed with Licensor's technical support on a case-by-case basis
- * Reaction measure:
 - Information about publication date of the Licensed Software release that will solve the issue
 - Indication that changes/enhancements are being handled in accordance with Licensor's strategy

The Licensor shall have no obligations to provide support services in case of improper use of the Licensed Software.

Tools and Processes

Licensor's global support uses the following processes and tools to solve or find a workaround to the Customer's reported issues:

Fault diagnosis/analysis of Licensor's products:

- * Evaluation of Customer Data supplied (including diagnostic information)
- * Classification of the reported situation as product issue, user issue or third-party issue
- * Research in Licensor's support knowledge center
- * Reproduction of the error situation (if possible)

Results and/or solutions or workarounds will be provided via one of the following media:

- * Licensor's support portal
- * Email
- * Phone

LICENSED SOFTWARE AND DOCUMENTATION UPDATES

On a when and if available basis, Licensor's technical support provides:

- * New versions of the Licensed Software
- * Updates of the Licensed Software containing error corrections
- * Documentation updates for the Licensed Software
- * Information regarding availability of Licensed Software and Documentation.

CUSTOMER'S TECHNICAL RESPONSIBILITIES

The services to be performed are subject to the following conditions:

- * Customer has installed the release levels of the Licensed Software which are supported at the time the relevant Customer request occurs
- * Customer uses hardware and operating system software as well as browser software that comply with the specifications of the release levels of the Licensed Software which are supported at the relevant customer request occurs; the release levels of the Licensed Software which are supported at the time the relevant customer request occurs can be identified on Licensor's support portal

* Customer provides Licensor's technical support with sufficient information and assistance as requested by Licensor's technical support regarding the Customer's environment and all necessary information on the error