

“Stages As A Service” Terms & Usage Conditions

BY CLICKING THE "I ACCEPT" CHECKBOX DISPLAYED AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING “STAGES AS A SERVICE” SUBSCRIPTION AGREEMENT (THE "AGREEMENT"). THIS AGREEMENT GOVERNS YOUR USE OF METHOD PARK CORPORATION’S “STAGES AS A SERVICE” ONLINE SUBSCRIPTION SERVICE AND ASSOCIATED SOLUTIONS AND DOCUMENTATION (COLLECTIVELY, THE "SERVICE"). 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 TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MAY NOT USE THE SERVICE.

Last Updated: July, 10th, 2009

1. SERVICES

Subject to the terms and conditions of this Agreement, Method Park Software AG (“Method Park”) and its associated third party licensors and hosted service providers (collectively “We”, “Us”, or “Our”) shall provide You with access to the Method Park Stages process management system over the Internet and Support in connection with Your use of the Service, as more particularly described in Section 9 of this Agreement.

2. SUBSCRIPTION TERMS AND RESTRICTIONS

a. General License: During and subject to the terms of this Agreement, Method Park grants You a non-transferable, non-sublicenseable, nonexclusive license to access the Service via a password over the World Wide Web, and the ability to use a portion of certain computer server equipment and other associated equipment provided by Us. The Service may be used only by Your employees and contractors who comply with this Agreement (“Users”). The number of Users may not exceed the number of user licenses that You have purchased during the ordering process associated with the Services (“Ordering Process”). You may only use the Software for Your own internal business purposes. If You allow another individual or organization to access or use the Service, You will be liable for compliance with this Agreement, and for any violations by that user of this Agreement. Method Park’s licensors are intended third party beneficiaries of those provisions of this Agreement relating to the licensor’s intellectual property that have been incorporated into the Service.

b. General Restrictions: You may not: (i) modify, reverse engineer, disassemble, decompile or otherwise attempt to access or determine the source code of the Service, (ii) copy, or reproduce the Service in any way, in whole or in part, (iii) create any derivative work based on the Service, (iv) re-distribute or sublicense the Service, or any part thereof, to any third party, (v) create Internet “links” to the Service or “frame” or “mirror” any content available on the Service on any other server or wireless Internet-based device, or (vi) operate the Service on a service bureau basis, without Method Park’s express prior written consent. If You are located in a member nation of the European Community or other jurisdiction that permits limited reverse engineering as a matter of law, and despite accepting contract terms to the contrary, You may perform limited reverse engineering, provided You first notify Method Park of Your intent to reverse engineer the Service, and provided the reverse engineering is limited to the extent permitted by the applicable law. Method Park’s warranty and indemnification obligations under this Agreement shall not apply to any issues or claims to the extent resulting from Your reverse engineering the Software in accordance with this

provision.

c. Use by Competitors: You may not access the Service if you are a direct competitor of Method Park. In addition, You may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

d. Probing: You shall not and shall not allow anyone working on Your behalf to perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan without Method Park's prior written consent. You shall not and shall not allow anyone working on Your behalf to use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as "Robots") in conjunction with the Service.

3. ACCESS TO THE SERVICES

a. Receiving User Names and Passwords: After finishing the Ordering Process, You will be provided with a list of User Names and default Passwords from the Stages as a Service Administration. After that, you may distribute this information to your users that then can access the Service. No individual or entity may access or use the Service unless authorized in accordance with this process.

b. User Names and Passwords: You may not disclose Your passwords other than to Your Users. In addition, Your passwords may not be used by more than the number of Users corresponding to the number of licenses that You have purchased to the Service. Your Subscription Administrator may change Your passwords at any time. You are responsible for maintaining the confidentiality of Your account and password information, and for restricting access to Your computers. In the event of a breach of security, You agree to immediately change Your passwords and to promptly notify Method Park of such breach in writing. We have no obligation to inquire as to the authority or propriety of any use of or action taken under one or more of Your passwords and will not be responsible for any loss to You arising from any such use or action or from Your failure to comply with these provisions.

c. Evaluation License: At Our discretion, We may provide You with a limited term license to evaluate the Service, at no charge. If You have registered for a free, evaluation license to use the Service, subject to the terms of this Agreement, We grant You the limited right to access and use the Service, as set forth herein, for a maximum of thirty (30) calendar days from the Start Date, or such other duration that Method Park may agree upon, in writing, from time-to-time. You may only receive one (1) evaluation license to the Service at a time. If You choose not to purchase a subscription to the Service at the conclusion of the evaluation license Your right to use the Service shall cease and You will immediately cease all use of the Service. We are not obligated to provide Support, as defined in Section 9 below, in connection with evaluation licenses to the Service.

4. YOUR RESPONSIBILITIES

a. Equipment and Software: You must provide at Your own expense Internet access, compatible software and compatible equipment to access and use the Service. You must ensure that You meet the system requirements that We disclose to You and that We may update, from time-to-time, by posting a notice to the website associated with the Service (the "Site").

b. Acceptable Use Policy and Developer Guides: You must comply with the Acceptable Use Policies and Developer Guides of Method Park's hosted services provider, if any. This policy is subject to change upon Method Park's hosted service provider posting a modified version of this policy to this link. In addition, Method Park may provide a different policy if Method

Park changes its hosted services provider, and Method Park will notify You of such change by posting a corresponding notice on the Site.

c. Accounts and Cooperation: You are responsible for all activity occurring under Your accounts and shall abide by all applicable local, state, national, and foreign laws, treaties and regulations including those related to data privacy, international communications and the transmission of technical or personal data in connection with Your use of the Service. We may request information and data from You in connection with Our providing the Service, and You agree to cooperate with our reasonable requests in good faith.

d. Notice of Unauthorized Use: You must report to Method Park immediately, and use reasonable efforts to stop immediately, any copying or distribution of the Service in violation of this Agreement that You are aware of or suspect.

5. YOUR DATA

a. General: Except to the extent of Our rights in the Service, Method Park does not own any data, information, or material that You submit to the Service (“Data”).

b. Transferring Data to Germany: If You are visiting from the United States or other regions with laws governing data collection and use that may differ from German law, please note that We may transfer Your Data to Germany. By providing Your Data to Us, You represent, warrant, and covenant to Us that: (i) any consents or approvals required from any third party or governmental authority with respect to the entering into or the performance of this Agreement by such party, are in place, or will be obtained by You as may be necessary for the Data to be transferred to Germany, (ii) You are authorized to distribute Your Data to Germany, and (iii) You are not breaching any applicable data privacy rule or regulations, any of Your contractual obligations, or any of Your internal privacy policies by providing the Data to Us and approving Our transferring this Data to Germany.

c. Personally Identifiable Information: You acknowledge and agree that the Data will not include any personally identifiable information, including protected health information and You shall ensure that You do not disclose any such personally identifiable information to Us without obtaining the necessary written consents from the end-user company or patient, and to otherwise comply with applicable laws with respect to such information.

d. Our Use of Your Data: We may crawl or otherwise monitor Your use of the Service for the purpose of verifying Your compliance with this Agreement. You may not seek to block or otherwise interfere with such crawling or monitoring (and We may use technical means to overcome any methods used by You to block or interfere with Our crawling or monitoring). While We may track information regarding Your use of the Service, We will not sell or license Your Data, and will not disclose Your Data except as We may determine to be necessary or desirable, to provide the Service, to comply with the Agreement, to respond to the request of a governmental or regulatory body, subpoenas or court orders, or for other legal purposes. We have the right, but not the obligation, to remove any Data that may, in Our sole discretion, violate this Agreement or that is otherwise objectionable. You hereby grant Us a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable right during the term of this Agreement to use Your Data as necessary for Us to perform this Agreement.

6. PRIVACY AND SECURITY; DISCLOSURE

a. Security: We strive to keep Your Data secure, but cannot guarantee that We will be successful at doing so, given the nature of the Internet. Accordingly, you acknowledge that You bear sole responsibility for adequate security, protection and making duplicate copies of Your Data. We strongly encourage you, where available and appropriate, to (i) use encryption technology when sending Data to the Software to better protect Your Data from unauthorized access, and (ii) routinely archive Your Data on Your systems. We have no liability to You for any unauthorized access or use, corruption, deletion, destruction or loss of any of Your Data.

7. AVAILABILITY OF THE SERVICE

Your access to and use of the Service may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Service for any reason, including as a result of power outages, system failures, problems inherent in the use of the Internet and electronic communications, failures of Method Park's service providers (including telecommunications, hosting, and power providers) or other interruptions. We are entitled, without any liability to You, to suspend access to any portion or all of the Service at any time, on a Service-wide basis: (a) for scheduled downtime to permit Us to conduct maintenance or make modifications to the Service; (b) in the event of a denial of service attack or other attack on the Service or other event that We determine, in Our sole discretion, may create a risk to the Service, to You or to any of Our other customers if the Service were not suspended; or (c) in the event that We determine that the Service is prohibited by law or We otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). We have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur as a result of any Service Suspension.

8. RIGHT TO MODIFY THIS AGREEMENT

You agree that we may modify this Agreement or any policy referenced in this Agreement at any time by posting a revised version of the Agreement or any such policy to the Site (<http://www.methodpark.com/>). The policies of Method Park's service providers incorporated into this Agreement by reference may be changed at the service provider's discretion, with the changes taking effect upon the date our service providers post the changes to the associated links set forth in this Agreement. By continuing to use or receive the Service after the effective date of any revisions to this Agreement, You agree to be bound by the revised Agreement. It is Your responsibility to regularly check the Site and the sites through which the policies of Method Park's service providers are incorporated for changes.

9. SUPPORT

- a. Support: During the term of Your paid subscription to the Service, and subject to You complying with the terms hereof, We shall provide You with the following support in connection with the Service (collectively referred to as the "Support"). We do not provide Support in connection with evaluation licenses of the Service.
 - i. Updates: We may install on the Service the upgrades, patches and service packs (collectively referred to as "Updates") which become available from time-to-time. We make no guarantee that an Update will be installed during the term of this Agreement. The Updates shall be considered part of the Service and governed by this Agreement.
 - ii. Technical Support: We shall provide Technical Support to allow Your Users to report problems and to seek assistance in the use of the Service during Our support hours of operations as established from time-to-time. Problems may be reported through the Service's online feedback system or by email using Method Park's authorized product support email address. We shall return support requests within a commercially reasonable time after receipt of Your request. Technical Support is not offered for extensive training or consulting services.
- b. Authorized Contacts: Only the person running the Ordering Process will be authorized to contact Us to request Maintenance Services during the term of this Agreement. You may modify this contact by notifying Us via email.

10. FEES AND PAYMENTS

a. **General Payment Terms:** Fees and charges for the Services shall be due and payable within thirty (30) calendar days of Your requesting User licenses during the Ordering Process and authorizing a corresponding payment, as noted below. Amounts not timely paid shall incur interest at the lower of one and one-half percent (1 and ½%) of the outstanding balance per month, or the highest amount permitted under applicable law. You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments must be made monthly in advance. All payment obligations are noncancelable and all amounts paid are nonrefundable. You are responsible for paying for all User licenses ordered for the entire term of the licenses that You purchase, whether or not such User licenses are actively used. As a condition to signing up for the Service You must provide Us with valid credit card information or an approved purchase order.

b. **Taxes:** All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You shall be responsible for payment of all such taxes, levies, or duties, excluding only federal or state taxes based solely on Our income.

c. **Additional User Licenses:** the person that ran the Ordering Process may add additional User licenses through the Site upon authorizing an additional corresponding charge to Your credit card or by providing Method Park with an approved purchase order in the corresponding amount.

11. BILLING AND RENEWAL

a. **Billing Terms:** We charge and collect in advance for the Service on a monthly basis. We automatically renew and bill Your credit card or issue an invoice to You each month in advance of the monthly service period. The first monthly fee for the Service is due on the Start Date. The monthly fee for the Service in subsequent months will be payable in advance on a monthly basis. Other than the first monthly fee (which shall be due on the Start Date) Method Park will invoice You or automatically debit Your credit card thirty (30) days prior to the next month.

b. **Billing Information:** You agree to provide Us with complete and accurate billing and contact information. This information includes your legal name, address, telephone number, email address and applicable billing information (e.g., credit card number and expiration date, or purchase order information). You agree that We may share this information with third parties to verify the information that You have provided and to bill Your credit card or otherwise charge Your account. You agree to update this information within 30 days of any change to it. If the contact information You have provided is false or fraudulent, We reserve the right to terminate Your access to the Service in addition to any other legal remedies.

c. **Term and Renewal:** This Agreement commences on the Start Date and shall run for the initial term requested by and purchased by You during the Ordering Process. Upon the expiration of the initial term, this Agreement will automatically renew for the length of the initial term at Our then current fees. The renewal charge will be equal to the then-current number of total User licenses times the license fee in effect during the prior term, unless We give You at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter.

d. **Currency and Payment Terms:** Unless We determine otherwise in our sole discretion: (i) customers with headquarters and a majority of Users resident in the United States or Canada will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes; and (ii) all other entities will be billed in Euros and be subject to non-U.S. payment terms and pricing schemes at Our discretion.

e. **Notice of Inaccurate Billing:** If You believe the fees or charges to Your account are incorrect, You must contact Us in writing within forty-five (45) calendar days of the date of the charge in question, to be eligible to receive an adjustment or credit.

12. WARRANTIES

a. Warranties Made by You

i. Warranties Made By You in Connection with Your use of the Service: You represent and warrant that You will not use the Service:

(I) in a manner that infringes, violates or misappropriates any rights of Us or any third party;
(II) to engage in, promote or facilitate illegal activities such as, but not limited to: (A) gambling, (B) child pornography, (C) libelous, defamatory or otherwise malicious or harmful activities, (D) activities that are discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age, or (E) activities which constitute or facilitate the illegal export of any controlled or otherwise restricted items, including without limitation, software, algorithms, or other data that is subject to export laws;

(III) to engage in spamming or other impermissible advertising, marketing or other activities, including, without limitation, any deceptive practices such as posing as another service for the purposes of phishing or pharming, altering or obscuring any mail headers, creating forged or non-standard protocol headers, such as altering source addresses, etc., assuming the identify of any user of the Service without that user's permission, or any activities that violate anti-spamming laws and regulations;

or

(IV) in any manner to interfere or attempt to interfere with the functionality or proper working of the Service, including but not limited to participating in any flooding or denial or service activities of any kind.

ii. Warranties Made by You in Connection with Your Data: In connection with Your Data, You represent and warrant:

(I) that You have the necessary rights and licenses, consents, permissions, waivers and releases to use and display Your Data on the Service;

(II) that Your Data does not: (A) violate, misappropriate or infringe any rights of Us or any third party, (B) constitute defamation, invasion of privacy or publicity, or otherwise violate any rights of any third party, or (C) that Your Data does not contain malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

iii. Warranties Made by You In Connection with Your Registration Information: You represent and warrant that:

(I) the information You provide in connection with your registration for the Service is accurate and complete;

(II) if You are registering for the Service as an individual, that you are at least 18 years of age and have the legal capacity to enter into this Agreement; and

(III) if You are registering for the Service as an entity or organization, (A) You are duly authorized to do business in the country or countries where You operate, (B) the individual clicking "I Accept" on this Agreement and completing the registration for the Service meets the requirements of subsection (C) above and is an authorized representative of You, and (D) Your employees, officers, representatives and other agents accessing the Service are duly authorized to access the Service and to legally bind You to this Agreement and all transactions conducted under Your account.

b. Warranties Made By Method Park: Method Park warrants that it has the legal power and authority to enter into this Agreement. Method Park further warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the then current Documentation under normal use and circumstances. Your exclusive remedy and Method Park's sole and exclusive liability for a breach of this warranty shall be for Method Park to re-perform any non-conforming Service brought to its attention within thirty (30) calendar days after the non-conforming Service is performed.

c. DISCLAIMER: THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE LIMITED WARRANTIES AND ARE IN LIEU OF ANY OTHER WARRANTIES IN CONNECTION WITH THE SERVICE. METHOD PARK'S LICENSORS MAKE NO WARRANTY IN CONNECTION WITH THE SERVICE. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SERVICES PROVIDED "AS IS" WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTION, QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR THE SOFTWARE. WE DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) ERRORS OR DEFECTS WILL BE CORRECTED, OR (E) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. WE SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY THIRD PARTY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

13. LIMITATION OF LIABILITY

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, YOUR OBLIGATION TO MAKE PAYMENTS AS DUE, YOUR USE OF THE SOFTWARE OR SERVICE OUTSIDE THE SCOPE OF ANY LICENSE GRANTED HEREUNDER, OR DAMAGES RESULTING FROM YOUR BREACHING YOUR CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 16 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, GOODWILL, USE OR OTHER ECONOMIC ADVANTAGE) UNDER ANY CAUSE OR ACTION (INCLUDING CONTRACT, TORT OR STRICT LIABILITY) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, OR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION. THE LIMITATIONS SET FORTH HEREIN ARE INDEPENDENT OF ANY LIMITED REMEDY SPECIFIED IN THIS

AGREEMENT, APPLY WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR PURPOSES OF CLARIFICATION, METHOD PARK AND NOT ITS LICENSORS IS THE PARTY SUBJECT TO LIABILITY UNDER THIS AGREEMENT.

14. SOME DISCLAIMERS AND EXCLUSIONS DO NOT APPLY TO YOU
SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

15. TERMINATION

a. Termination of Suspension for Cause: We may terminate this Agreement, or suspend Your privilege to use the Service prior to expiration of the Agreement, for cause by giving You written notice in accordance with Section 20 of this Agreement, which termination or suspension shall be without any liability to Us, in the event You breach or otherwise fail to comply with this Agreement. We may terminate a free, evaluation license to the Service at any time in Our sole discretion.

b. Effect of Suspension for Cause: If We suspend Your use of the Service, in whole or in part, for any reason, (i) fees will continue to accrue for any part of the Service that You are still using; (ii) You remain liable for all fees, charges and any other obligations You have incurred through the date of suspension with respect to the Service; and (iii) all of Your rights with respect to the Service shall be terminated during the period of the suspension. We reserve the right to impose a reconnection fee in the event Your rights are suspended and You thereafter request access to the Service.

c. Effect of Termination for Cause: If We terminate the Agreement for any reason: (i) You remain liable for all fees, charges and any other obligations You have incurred through the date of termination with respect to the Service; (ii) all of Your rights under this Agreement shall immediately terminate; and (iii) You shall immediately return, or if instructed by Us, destroy all Confidential Information (as defined in Section 16 below) then in Your possession.

d. Termination for Convenience: Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current term of this Agreement, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, the trial license shall expire automatically at the end of the trial period, without further notice by either party.

e. Data Preservation in the Event of Suspension of Termination:

i. In the Event of Suspension Other Than for Cause. in the event We suspend Your access to the Service for any reason other than a suspension for cause under Section 15(a) above We will not, during the period of suspension, take any action to intentionally erase Your Data stored on the Service.

ii. In the Event of Termination Other Than for Cause. In the event We terminate the Service or this Agreement in its entirety, other than a for cause termination under Section 15(a), We will not take any action to intentionally erase Your Data stored on the Service for a period of thirty (30) days after the effective date of termination, provided that Your post termination retrieval of Your Data stored on the Service will be conditioned on Your payment of all amounts then due hereunder, and Your compliance with terms and conditions We may establish with respect to such data retrieval.

iii. In the Event of Any Other Suspension or Termination: Except as provided in Sections 15(d)(i) and 15(d)(ii) above, We shall have no obligation to continue to store Your Data during any period of suspension or termination or to permit You to retrieve the same.

16. CONFIDENTIALITY

a. Confidential Information: As used in the Agreement, the term "Confidential Information" means any information (i) disclosed in writing by Us to You and marked confidential, (ii) disclosed orally by Us to You, identified as Confidential Information at such time, summarized in writing by Us and marked confidential within thirty (30) calendar days of such oral disclosure, (iii) the Service, (iv) the terms of the Agreement (including, but not limited to the prices and payment terms), except as may be necessary to enforce the terms hereof, and (v) information and documentation that should be reasonably understood to be confidential under the circumstances of disclosure or the nature of the information disclosed. Confidential Information shall remain Our sole property.

b. Non-Disclosure: You agree that You will retain the Confidential Information in strict confidence, that You will not use the Confidential Information except as expressly set forth herein or otherwise authorized by Method Park in writing, and that You will maintain reasonable procedures to prohibit the disclosure, duplication, misuse or removal of the Confidential Information. You agree that You may not disclose the Confidential Information to any persons or organizations except as may be necessary and required in connection with using the Service, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, You must use the same procedures and degree of care to avoid disclosure or unauthorized use of the Confidential Information as You use to protect Your own similar information, but in no event shall You use less than a reasonable degree of care.

c. Exceptions: The foregoing restrictions will not apply to information that (i) is known to You at the time of communication from Us, (ii) has become publicly known through no wrongful act of You, (iii) has been rightfully received by You from a third party authorized to make such communication without restriction, (iv) has been independently developed by You as evidenced by Your written records, (v) has been approved for release by Method Park's, express written authorization, or (vi) is required to be disclosed pursuant to a subpoena or other validly issued administrative or judicial process, provided that You must give Method Park sufficient notice of such disclosure to allow Method Park a reasonable opportunity to object to and take necessary legal action to prevent such disclosure.

17. OWNERSHIP

The Service is licensed to You, not sold. Except as expressly set forth herein, We retain all rights in the Service, and all intellectual property rights therein. All rights in the Service not provided to You under this Agreement are expressly retained by Us. The Method Park name and logo, the "Stages" name and logo, the "Stages As A Service" name and logo, and other product names associated with the Service are trademarks of Method Park or Method Park's licensors and no right or license is granted to use them, other than as set forth herein. If when using the Service You communicate to Us suggestions for improvements, ideas, enhancement requests or other feedback in connection with the Service ("Feedback"), We shall own all right, title, and interest in and to the same, even if you have designated the Feedback as confidential, and We shall be entitled to use the Feedback without restriction.

To the extent You are an agent of the United States Government, or procuring the Service on behalf of the United States Government or any agency or department thereof, You agree that the Service is a commercial software product pursuant to DFAR Sections 227-7202-1(a), 227.7202-3(a) and 252.227-7013(c) and FAR Sections 12.212 and 52.227-19, and that Your use of the Service is authorized only for the purposes herein set forth. Such authorization will

cease except as otherwise explicitly provided herein, upon termination of Your license to use the Service.

18. MUTUAL INDEMNIFICATION

a. By You: Upon request by Us, You agree to indemnify, defend and hold Us and each of Our respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys fees), arising out of or in connection with any claim arising out of Your violation of any term or condition of this Agreement, including, but not limited to Your warranties and representations under this Agreement, or You or Your employees' or personnel's negligence or willful misconduct.

b. By Method Park:

i. Intellectual Property Infringement Indemnity: Subject to the conditions set forth below, Method Park shall indemnify and hold You harmless from and against any and all claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any claim alleging that the Service infringes a United States patent, trademark or copyright of a third party. In the event that (i) the Service is held by a court of appropriate jurisdiction to infringe the aforementioned intellectual property rights and the use of the Service is enjoined, or (ii) Method Park concludes that the Service infringes the rights of a third party, Method Park will, if possible on commercially reasonable terms, at its own expense and option: (I) procure for You the right to continue to use the Service in accordance with this Agreement, (II) replace the infringing components of the Service with other components with the same or similar functionality, or (III) suitably modify the Service so that it is non-infringing. If in Method Park's discretion none of the foregoing options are available on commercially reasonable terms, (A) Method Park may terminate the license rights granted by this Agreement, and (B) in such case refund all fees paid by You to Us as of the date of termination that have not yet been earned (including the full month in which the termination takes affect).

ii. Limitation: Notwithstanding the provisions of Section 18(b)(i), Method Park assumes no liability for (I) infringements arising from combinations of the Service with non-Method Park software or hardware products, (II) modifications to the Service made by any party other than Method Park or Method Park's authorized representatives, or (III) trademark infringements involving any marking or branding not applied by Method Park or involving any marking or branding applied at Your request.

c. Conditions: As a condition of the foregoing indemnification obligations, the indemnified party agrees to give the indemnifying party prompt written notice of the claim; provided that a failure by the indemnified party to promptly notify the indemnifying party shall not affect the indemnifying party's obligations hereunder except to the extent the indemnified party's failure delays or prejudices the indemnifying party's ability to defend the claim. In addition, the indemnifying party shall have the right to defend against any such claim with counsel of its own choosing and to settle such claim as the indemnifying party deems appropriate, provided that the indemnifying party may not enter into any settlement without the prior written consent of the indemnified party, which shall not be unreasonably withheld or delayed.

19. EXPORT AND LOCAL LAWS

The Service uses software and technology that may be subject to German or European Union export controls. You and each User acknowledge and agree that the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the Germany and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or

resident thereof. The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, You represent and warrant that You are not located in, under the control of, or a national or resident of an Embargoed Country. You agree to comply strictly with all applicable export laws and assume sole responsibility for obtaining any necessary licenses to export or re-export.

20. NOTICES

a. To You: Except as otherwise set forth herein, notices made by Us to You under this Agreement that affect Our customers generally (e.g., notices of amended Agreement and incorporated policies, updated fees, etc.) will be posted on the Site. Notices made by Us under this Agreement to You or Your account specifically (e.g., notices of breach and/or suspension) will be provided to You via the email address provided to Us during the Ordering Process or in any updated email address You provide to Us in accordance with standard account information update procedures We may provide from time-to-time. You must keep Your email address current and You will be deemed to have received any email sent to any such email address, upon Our sending the email, whether or not You actually receive the email.

b. To Us: You may submit general questions regarding the Service to the following email address: StagesAsAService@methodpark.com

Formal legal notices (e.g. notice of breach, etc.) should be sent to:

Method Park Software AG

IT Department

Wetterkreuz 19a

91052 Erlangen

Germany

c. Languages: All communications and notices to be made or given pursuant to this Agreement shall be in the English or German language.

21. GOVERNING LAW

a. German Law: This Agreement shall be governed by the laws of Germany, without regard to the choice or conflicts of law provisions of any jurisdiction, and any controversy or claim arising from or out of this Agreement, or the breach or interpretation thereof, shall be determined by arbitration in Erlangen, Germany.

d. General: Notwithstanding what law governs this Agreement, the parties expressly exclude the application of the United Nations Convention for the International Sale of Goods to this Agreement. In addition, notwithstanding what arbitration forum is used to resolve any dispute, (i) the prevailing party in the arbitration proceedings shall be entitled to recover attorney's fees, and all reasonable out of pocket costs and disbursements, including the cost of the arbitrator, (ii) any decision by the arbitrator shall be final and binding, and except in cases of fraud or gross misconduct by the arbitrator, the decision rendered by the arbitrator shall not be appealable, and (iii) nothing in this Agreement will prevent either party from seeking injunctive relief to enforce the terms of this Agreement in any competent venue or jurisdiction.

22. GENERAL

a. Survival: Provisions herein which by their nature extend beyond the termination of any license of the Service shall remain in effect until fulfilled.

b. Relationship: No joint venture, partnership, employment, or agency relationship exists between You and Us as a result of this Agreement or Your use of the Service.

c. Amendment: This Agreement may only be modified by a written agreement signed by duly authorized representatives of You and Method Park.

- d. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- e. Waiver: Our failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Method Park in writing.
- f. Assignment: This Agreement may not be assigned by You without Method Park's prior written approval but may be assigned without Your consent by Method Park to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.
- g. Integration: This Agreement is the final, complete and exclusive agreement between You and Us relating to the subject matter hereof, and supersedes any previous communications, representations or agreements between You and Us, whether oral or written, regarding transactions hereunder. The terms of this Agreement shall supersede any conflicting terms contained in Your purchase order or other like financial document.
- h. Publicity: If You become a paying customer of the Service, you agree that We may disclose the fact that you are a paying customer of the Service.