



## ExhibitManager End User License Agreement

24 April 2026

The terms of this End User License Agreement ("**Agreement**") may have changed from previous End User License Agreements. Please read this Agreement in its entirety.

By installing and/or using ExhibitManager, you (as end user) acknowledge that (1) you have read and understood this Agreement; (2) you are authorized to accept it; and (3) you agree to its terms.

The software licensed under this Agreement consists of the current version of the software ExhibitManager Desktop and ExhibitManager Server, and accompanying online, downloadable documentation (collectively "**Software**"). The Software is a product of Causasoft LLC, Im Höfli 5, 8832 Wollerau, Switzerland ("**Causasoft**"). The Software may only be distributed by Causasoft or an authorized reseller ("**Reseller**").

### 1. LICENSE GRANT

#### 1.1 Software Product

In consideration of payment by you of the applicable license fee and you agreeing to abide by the terms of this Agreement, Causasoft grants you a non-exclusive and limited license to install and use during the License Term the software ExhibitManager Server on the number of servers and with the feature set indicated in the order confirmation and to install and use during the License Term the software ExhibitManager Desktop for the number of named users indicated in the order confirmation. You may not grant others the right to use your license.

Causasoft grants you the right to designate the number of named users indicated in the order confirmation within your organization, including your subsidiaries and any of your affiliates which your organization or its partners operate as a separate business for regulatory or other reasons, to use the Software in the manner described above.

You are entitled to transfer a license to another user if a named user leaves your organization or will no longer use the Software for the remainder of the License Term.

You have no ownership rights in the Software. You have a license to use the Software only in the manner permitted hereunder as long as this Agreement remains in effect.

#### 1.2 License Term

This Agreement becomes effective upon delivery of the software license key by e-mail or any other suitable form of communication for the duration of one year, subject to early termination pursuant to this Agreement. The term of this Agreement will be automatically renewed for

another term of one year unless you terminate the Agreement in writing at least three months before the end of the term. The license fee for the renewal of the term will not exceed the published price at the time of renewal, excluding promotional and discount pricing and is payable within 30 days as of the date of renewal.

The term for additional licenses purchased during a running License Term will end at the same time as the term for existing licenses. The price of such additional licenses will be adjusted pro rata temporis to the remainder of the running License Term. The number of existing Subscription Licenses will be taken into account in determining the discount level for the additional licenses.

### **1.3 Early termination**

You may terminate this Agreement at any time by giving written notice to Causasoft or its Reseller and by uninstalling and deleting the Software. Causasoft may terminate this Agreement at any time upon written notice to you if you materially breach this Agreement, including non-payment of the applicable license fee, after the expiry without result of a reasonable time period to remedy the breach specified in a written notice by Causasoft. Upon such termination by Causasoft, you agree to uninstall and delete the Software.

You have no right of set-off against Causasoft or its Reseller. Termination of this Agreement does not relieve you of your payment obligations incurred prior to such termination.

### **1.4 Restrictions and Prohibitions on Use**

Except as expressly permitted by Section 1.1, or upon the prior written consent of Causasoft, you undertake not to:

- (a) copy, print, republish, display, transmit, distribute, sublicense, sell, rent, lease, loan, or otherwise make available in any form or by any means (including electronic media now existing or hereafter developed), the Software or any part of it;
- (b) provide others access to the Software or any part of it;
- (c) use the Software to develop, or as a component of, an information storage or retrieval system, database, info-base, or similar information resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind outside your organization, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism;
- (d) create compilations or derivative works of the Software;
- (e) use the Software in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of Causasoft or third parties;
- (f) make any portion of the Software available through any timesharing system, service

bureau, the Internet, or any other technology now existing or developed in the future;

- (g) remove, change, or obscure any copyright notice or other proprietary notice or terms of use contained in the Software; or
- (h) remove, disable, or defeat any functionality of the Software.

## **2. REVERSE ENGINEERING**

You undertake that you will not attempt to: (i) modify or translate the Software; (ii) decompile or disassemble the Software, (iii) create derivative works based on the Software; (iv) merge the Software with another product; or (v) copy the Software except as expressly permitted by this Agreement.

## **3. LIMITED SOFTWARE WARRANTY**

Causasoft warrants that:

- (a) For a period of 30 days, the Software will operate substantially in accordance with the documentation provided, unless performance problems are the result of hardware failure or improper use. If the Software does not so operate, your exclusive remedy and Causasoft's sole obligation under this warranty shall be, in Causasoft's sole discretion, either to replace the Software, to provide you with a bug fix or patch, or to refund the license fee paid for the Software. You also acknowledge and agree you may have to enter into a renewed version of this Agreement in the event you want to download, install or use a new version of the Software. Under the terms of this Agreement, Causasoft is not obligated to provide any future Software point releases or upgrades.
- (b) The Software is free from any virus, trojan horse, worm, key logger software, "ad ware", "spyware" or similar disabling or malicious code.
- (c) It has the right to provide the Software to you as provided for in this Agreement, and
- (d) the Software and its use by you as provide herein do not infringe, misappropriate, or violate the intellectual property right of any third party, including any patents, copyrights, trade secrets or other proprietary rights.

## **4. SUPPORT AND MAINTENANCE SERVICES**

### **4.1 Included Support and Maintenance Services**

During the License Term, Causasoft will through its Reseller provide the following computer software support to you:

- (a) **Basic E-Mail support:** Causasoft, through its Reseller, will provide basic email support services for the Software during Swiss business hours. Causasoft, through its Reseller, will normally respond to your support request within two business days. The number of support cases specified in the order confirmation concerning the regular use of the Software is included in the license fee. Further support cases, shorter reaction time or off-hour support can be arranged separately for an additional fee.
- (b) **Software problem resolution:** If you report to Causasoft or its Reseller that the Software does not function according to the user-level documentation ("**Software Problem**") and otherwise comply with the section "Your responsibilities" below, Causasoft will investigate the Software Problem. If the investigation confirms the existence of a Software Problem, Causasoft will use reasonable efforts to correct the Software Problem which may include implementing a temporary work-around. If Causasoft, in good faith, determines that the Software Problem results from an error in the applicable user-level documentation, Causasoft may correct the Software Problem by correcting that documentation. Reporting a Software Problem does not count against your included support cases if the investigation confirms the existence of a Software Problem.
- (c) **Updates:** You will be entitled to install and use the corrections or minor enhancements to the Software that Causasoft makes available during the term of the Support and Maintenance Services, whether in the form of a patch or a module or otherwise as determined by Causasoft ("**Update**") as they become available. You acknowledge that Causasoft is not obligated to provide any software product which Causasoft in its discretion designates or markets as a product separate from the Software ("**New Product**") to you under this Agreement, even if a New Product has features or functions similar to those of the Software. Causasoft's distribution of Updates to you under this Maintenance Service does not entitle you to use more copies of the Software product than the number of copies for which you have a valid license. Your possession and use of an Update is otherwise subject to the terms of the license for the Software to which the Update pertains.

#### 4.2 Excluded Services

The following services are expressly excluded from the scope of services:

- (a) Services relating to the installation, implementation and parameterization of the Software;
- (b) Services relating to the connection of the Software to third-party software;
- (c) Rectification of malfunctions and problems connected with interference with the configuration or use that contravenes the documentation;
- (d) Rectification of malfunctions and problems connected with third-party influence or force majeure;

- (e) Rectification of malfunctions and problems connected with the installation, implementation and parameterization of the corresponding Software;
- (f) Rectification of malfunctions and problems caused by the unauthorized intrusion of third parties (e.g. unauthorized persons, also hackers), viruses or the like;
- (g) Rectification of malfunctions and problems on site;
- (h) Development of customized functionality extensions;
- (i) Other services, such as, for example, the installation and commissioning of new releases, carrying out customized changes and training customers' staff.

### **4.3 Your Responsibilities**

The Support and Maintenance Services do not include, and you must provide at your expense: (i) installation, testing, and operation of the Software and all Updates; (ii) isolation and documentation of Software Problems; (iii) intranet resources, backup and restoration of your systems; and (iv) internet access for Causasoft's or its Reseller's remote access and diagnosis of Software Problems, when necessary.

You are responsible for all products provided by third parties, whether or not Causasoft or its Reseller recommended them or assisted in their evaluation, selection, or supervision. The failure of those products or their respective suppliers to meet your requirements will not affect Causasoft's obligations under this Agreement.

## **5. WARRANTY DISCLAIMER**

Except as specifically set forth in this Agreement, Causasoft expressly disclaims any and all other warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Causasoft does not warrant that the functions contained in the Software including updates and software which Causasoft creates or modifies for you will meet any particular requirements or needs you may have, that the Software will operate uninterrupted and error-free, that all deficiencies or errors can be corrected, or that the Software is compatible with any particular platform, system or application. Causasoft has no warranty or support obligation for products provided by third parties. You use the Software at your own risk.

## **6. INTELLECTUAL PROPERTY RIGHTS**

Causasoft and its suppliers hold exclusive ownership of the Software and all intellectual property rights embodied therein, including copyrights and valuable trade secrets incorporated in the Software's design and coding methodology. The Software is protected by Swiss copyright laws and international treaty provisions. This Agreement provides you only with a limited use license, and does not grant you any ownership or intellectual property rights in the Software.

Causasoft shall defend you against any claim that your use of the Software in accordance with this Agreement infringes any third-party intellectual property rights and shall indemnify you for any amounts awarded against you in judgment or settlement of such claim. This indemnification shall not apply where the claim in question is attributable to possession or use of the Software (or any part thereof) by you other than in accordance with the terms of this Agreement, use of the Software in combination with any hardware or software not supplied or specified by Causasoft if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.

## **7. LIMITATION OF LIABILITY**

Except with respect to indemnified claims pursuant to Section 6, Causasoft is only liable for losses caused by willful intent or gross negligence. Subject to the foregoing any further liability of Causasoft is excluded. Causasoft is not liable for indirect damage, incidental damage, consequential damage, data loss, business interruption, including missed deadlines in legal proceedings, additional expenses or claims of third parties, lost profits or non-realized savings, or for damage resulting from late delivery or performance.

## **8. SPECIAL CONDITIONS FOR TEST AND EVALUATION LICENSES**

For the purpose of evaluating the Software, test or evaluation licenses may be granted. Provided no separate test or evaluation license agreement has been executed, the terms and conditions set out in this Agreement apply in such cases as well, with the following modifications and modalities:

- (a) Test and evaluation licenses are granted for a limited period of time; and
- (b) any and all representation, warranties and liabilities for damages are excluded to the maximum extent permitted by law.

## **9. AUDIT**

During the Term of this Agreement you agree to send to Causasoft, upon request, a licensing report that will be generated by the Software in order to permit Causasoft to verify your compliance with the terms of this Agreement. The licensing report generated by the Software will contain technical information, such as the version of Software used and the names of the users that are registered in the ExhibitManager database and/or have used the Software during the previous 12 months.

If you fail to send the licensing report to Causasoft, Causasoft is, upon written notice, entitled to suspend the functioning of ExhibitManager by disabling the license key until the licensing report is sent to Causasoft. A re-instatement fee of CHF 500 or two percent of the agreed license fee, whichever is higher, will apply.

## **10. CONFIDENTIALITY**

**"Your Information"** means all materials whatsoever communicated in writing, orally or electronically to or otherwise obtained by Causasoft from you or your clients in connection with this Agreement as well as all materials whatsoever created or produced by Causasoft therefrom.

**"Causasoft Information"** means all technology, software, documentation, research, techniques, processes, inventions, methodologies, data, tools, templates, knowledge, intellectual property and proprietary information belonging to or developed in the future by Causasoft or its affiliates for Causasoft.

Causasoft acknowledges that Your Information is valuable, proprietary and privileged property of you and/or your clients. You acknowledge that Causasoft Information is valuable and proprietary property of Causasoft. Both Causasoft and you agree that no such information shall be disclosed by the other to any third person without the consent in advance of the party to whom such information belongs. Further, you shall continue to maintain all ownership and similar rights to all Your Information and Causasoft shall continue to maintain all ownership and similar rights to all Causasoft Information.

Notwithstanding the foregoing, either Causasoft or you may disclose such information of the other party in response to a subpoena, judicial, administrative or arbitral order, provided that the party responding to such an order has given prompt notice to and has cooperated with the other in seeking protection against such disclosure at the other party's expense.

It is understood and agreed that monetary damages would not be a sufficient remedy for any breach of this Section 10 and that either party shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for breach of this Section 10 but shall be in addition to all other remedies available under the applicable law.

This Section 10 shall survive termination or expiration of this Agreement.

## **11. REFERENCE**

Causasoft is entitled to use your name in an alphabetical list of references in its customer presentations.

## **12. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

The Courts of Zurich, Switzerland, shall have exclusive jurisdiction.