

Metastudio DRM, Demo Cloud Edition

Terms of Use

Please scroll down and read the following SANMARGAR Metastudio DRM (Metastudio DRM)i, demo cloud edition Terms of Use carefully ("Agreement"). By clicking "I Accept", "I Agree" (or clicking a similar expression of acceptance) or by attempting to access or use the Metastudio DRM, demo cloud edition services made available by SANMARGAR (collectively, the "Service") and other materials that accompany the Service ("SANMARGAR Materials"), You agree that this Agreement forms a legally binding agreement between You ("You" or "Your") and SANMARGAR, for and on behalf of itself and its subsidiaries and You agree to be bound by all of the terms and conditions stated in this Agreement. If You are trying to access the Service or SANMARGAR Materials on behalf of Your employer or as a consultant or agent of a third party (either "Your Company"), You represent and warrant that You have the authority to act on behalf of and bind Your Company to the terms of this Agreement and everywhere in this Agreement that refers to 'You' or 'Your' shall also include Your Company. If You do not agree to these terms, do not click "I Accept", and do not attempt to access or use the Service or SANMARGAR Materials. SANMARGAR may change the terms of this Agreement upon posting them to the Service or the website through which You access the Service, and Your continued use of the Service constitutes Your acceptance of the changed terms of this Agreement.

1. YOUR RIGHTS TO USE THE SERVICE.

SANMARGAR shall make the Service and SANMARGAR Materials available to You during the term of this Agreement to remotely access and use the Service, including Metastudio DRM applications hosted in a demonstration environment ("Metastudio DRM Apps"), solely for Your own internal personal use for non-productive evaluation as permitted by this Agreement and the Service documentation made available by SANMARGAR ("Documentation"). You are not permitted to use the Service in a productive manner or in any commercial manner and You may not use the Metastudio DRM apps outside of the SANMARGAR demonstration environment. You may connect a non-production on-premise SANMARGAR system (obtained by You under separate agreement from an SANMARGAR entity) solely for purposes of exercising Your rights to use the Service granted under this Agreement. The right to use the Service is worldwide, subject to applicable export control laws.

2. WHAT'S INCLUDED.

The Service includes certain Metastudio DRM apps hosted by SANMARGAR on the SANMARGAR Cloud, which can be accessed by You and any other features SANMARGAR may add during the term of this Agreement. You are permitted to use certain tools provided by SANMARGAR to customize the functionality and look and feel of the Metastudio DRM apps.

3. RESTRICTIONS.

This license is limited to non-productive evaluation and access by one (1) user. This license may not be transferred by You. SANMARGAR has no obligation to make any apps, tools, software

or other SANMARGAR Materials available for use by You in physical form; use of the Service and SANMARGAR Materials is limited to remote access via a website made available by SANMARGAR. You shall not sublicense, license, sell, lease, rent, outsource or otherwise make the Service available to third parties. You shall be responsible for the acts and omissions of anyone accessing the Service with Your access credentials as if they were Your acts and omissions. SANMARGAR may limit storage for Your Content without notice to You. In addition, SANMARGAR has no obligation to include or remove any functionality from the Service in any future version or in any SANMARGAR standard product. You may not access or use the Service if you are a competitor of SANMARGAR and You may not access or use the Service in order to develop a competing product or service.

4. INTELLECTUAL PROPERTY.

You shall not remove notices and notations in the Service that refer to copyrights, trademark rights, patent rights and other intellectual property rights. SANMARGAR or its licensors own all right, title and interest in any and all copyrights, trademark rights, patent rights and other intellectual property or other rights in the Service and SANMARGAR Materials, and any improvements, design contributions or derivative works conceived or created by either You or SANMARGAR in or to the Service or SANMARGAR Materials. Except for the limited rights expressly granted herein, this Agreement does not transfer from SANMARGAR any proprietary right or interest in the Service or SANMARGAR Materials. All rights not expressly granted to You in this Agreement are reserved by SANMARGAR and its licensors.

5. ACCEPTABLE USE.

When using the Service, You shall not, and shall ensure that any other user accessing the Service under your account ("End User") does not: (a) translate, decompile, reverse-engineer or otherwise modify any parts of the Service (except as described and permitted in the Documentation) (b) transmit any content, data or information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (c) infringe the intellectual property rights of any entity; (d) interfere with or disrupt the SANMARGAR software or SANMARGAR systems used to host the Service, or other equipment or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service made known to You; (e) use the Service in the operation of a service bureau, outsourcing or time-sharing service; (f) provide, or make available, any links, hypertext (Universal Resource Locator (URL) address) or other similar item (other than a "bookmark" from a Web browser), to the Service, or any part thereof; (g) circumvent the user authentication or security of the Service or any host, network, or account related thereto; (h) use any application programming interface to access the Service other than those made available by SANMARGAR and described and permitted in the Documentation; (i) make any use of the Service that violates any applicable local, state, national, international or foreign law or regulation; or (j) allow any third party to use any user identification(s), code(s), password(s), procedure(s) and user keys issued to, or selected by, You

for access to the Service (k) access the Service if You are a competitor of SANMARGAR or otherwise access or use the Service for any purpose that is competitive with SANMARGAR.

6. OTHER COMPANIES' WEB SITES.

The Service may contain links to external Web sites (including embedded widgets or other means of access) and information provided on such external websites by SANMARGAR partners and third-party service providers. SANMARGAR shall not be responsible for the contents of any linked Web site, or any changes or updates to such sites. You further agree that SANMARGAR shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any content, goods or services made available on the Service by another user or through any linked Web site. Any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog in the Service, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the content.

7. THIRD-PARTY CONTENT.

The Service may include content provided by third parties including other users of the Service ("Content") for use in conjunction with the Service. This Content is provided "as is", and SANMARGAR makes no warranty as to the accuracy or completeness of such Content. You use such Content at Your own risk, and SANMARGAR shall have no liability to You or any third party based on Your use of or reliance on such Content. SANMARGAR may use the information or data you submit through the Service or in any other form to create aggregated statistics of usage of the Service. Such aggregated statistics may be shared by SANMARGAR with other users of the Service or to the public. Such aggregated statistics will not identify You or Your Company.

8. COMPLIANCE WITH THIS AGREEMENT.

SANMARGAR shall be entitled to monitor Your compliance with the terms of this Agreement, and, SANMARGAR may utilize the information concerning Your use of the Service to improve SANMARGAR products and services and to provide You with reports on Your use of the Service.

9. CHANGES TO THE SERVICE.

SANMARGAR may change or modify the Service at any time. Your sole recourse is termination of this Agreement.

10. YOUR CONTENT.

By submitting, posting or displaying content or data (including content or data provided by End Users accessing the service under Your account) ("Your Content") on or through the Service, You hereby grant SANMARGAR a worldwide, sublicensable, non-transferable, non-exclusive, terminable, limited license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute Your Content for the sole purpose of enabling SANMARGAR to

provide You with the Service in accordance with this Agreement, including making Your Content available to other users of the Service that you authorize to view Your Content. You are responsible for entering Your Content into the Service and You are responsible for the maintenance of Your Content. You shall ensure that Your Content is free of all viruses, Trojan horses, and malicious code which could harm the systems or software used by SANMARGAR or its subcontractors to provide the Service. SANMARGAR may use the information or data you submit through the Service or in any other form to create aggregated statistics related to usage of the Service. Such aggregated statistics may be shared by SANMARGAR with other users of the Service or to the public. Such aggregated statistics will not identify You or Your Company.

11. TERM AND TERMINATION.

The term of this Agreement shall begin on the date you first access the Service and shall end upon termination by either party in accordance with this Agreement. You may terminate this Agreement at any time during the term upon written notice to SANMARGAR. Your account will automatically be terminated and You will no longer be able to access the Service thirty (30) days after you first register to use the Service. SANMARGAR may terminate this Agreement at any time upon notice to You, which may include notice by email. SANMARGAR may suspend Your access to the Service or remove all or part of Your Content from the Service at any time in order to protect SANMARGAR's or its customers' business interests if, in SANMARGAR's sole judgment, Your use of the Service or Your Content violate or misappropriate the rights of any third party or violate any applicable law or regulation, or may result in harm to SANMARGAR, its customers, vendors or their systems. Either party may terminate this Agreement upon notice to the other party (including via email) in the event the other party breaches an obligation under this Agreement. Upon termination of the Agreement, You will no longer have access to Your Content or any of the Metastudio DRM apps you may have modified or enhanced, and they will not be retained by SANMARGAR unless SANMARGAR is required to retain it under applicable law or legal process. SANMARGAR offers no migration of Your Content to any generally available version of the Service.

12. SUPPORT.

Under this Agreement SANMARGAR does not provide any support services for the Services.

13. WARRANTY.

a. If You are located outside the US or Canada: RRESPECTIVE OF THE LEGAL REASONS, SANMARGAR SHALL ONLY BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT IF SUCH DAMAGE (I) CAN BE CLAIMED UNDER THE REPUBLIC OF POLAND PRODUCT LIABILITY ACT OR (II) IS CAUSED BY WILFUL MISCONDUCT OR GROSS NEGLIGENCE OF SANMARGAR OR (III) CONSISTS OF PERSONAL INJURY OR DEATH CAUSED BY THE WILFUL MISCONDUCT OR NEGLIGENCE OF SANMARGAR OR (IV) RESULTS FROM A SLIGHTLY NEGLIGENCE BREACH BY SANMARGAR OF A SIGNIFICANT CONTRACTUAL OBLIGATION (IN WHICH CASE, HOWEVER, SANMARGAR'S LIABILITY SHALL BE LIMITED

TO SUCH DAMAGES, WHICH ARE TYPICAL FOR THIS TYPE OF AGREEMENT AND PREDICTABLE AT THE POINT IN TIME OF ITS COMING INTO FORCE). IN ALL OTHER CASES, NEITHER SANMARGAR NOR ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL BE LIABLE FOR ANY KIND OF DAMAGE OR CLAIMS HEREUNDER.

b. If You are located in the US or Canada: THE SERVICE AND SANMARGAR MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, ESCROW, TRAINING, MAINTENANCE, OR SERVICE OBLIGATIONS WHATSOEVER. SANMARGAR DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND CONDITIONS OF MERCHANTABILITY QUALITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages, so the above exclusions may not apply to You.

14. LIMITATION OF LIABILITY:

a. If You are located outside the US or Canada: IRRESPECTIVE OF THE LEGAL REASONS, SANMARGAR SHALL ONLY BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT IF SUCH DAMAGE (I) CAN BE CLAIMED UNDER THE GERMAN PRODUCT LIABILITY ACT OR (II) IS CAUSED BY INTENTIONAL MISCONDUCT OF SANMARGAR OR (III) CONSISTS OF PERSONAL INJURY. IN ALL OTHER CASES, NEITHER SANMARGAR NOR ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL BE LIABLE FOR ANY KIND OF DAMAGE OR CLAIMS HEREUNDER.

b. If You are located in the US or Canada: IN NO EVENT SHALL SANMARGAR BE LIABLE TO YOU, YOUR COMPANY OR TO ANY THIRD PARTY FOR ANY DAMAGES IN AN AMOUNT IN EXCESS OF \$100 ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE OR SANMARGAR MATERIALS, OR AS A RESULT OF ANY DEFECT IN THE SERVICE. THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION THAT MAY BE BROUGHT AGAINST SANMARGAR, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ACTION FOR NEGLIGENCE. YOUR SOLE REMEDY IN THE EVENT OF BREACH OF THIS AGREEMENT BY SANMARGAR OR FOR ANY OTHER CLAIM RELATED TO THE SERVICE SHALL BE TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES SHALL SANMARGAR AND ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES.

15. THIRD PARTY CLAIMS.

You shall indemnify and hold SANMARGAR harmless from third party claims arising from or related to (i) any use of the Service (a) in breach of this Agreement; or (b) in violation of any applicable law or regulation; or (ii) an allegation that Your Content or Your use of the Service in violation of this Agreement or violates, infringes or misappropriates the rights of a third party. The foregoing shall apply regardless of whether such damage is caused by Your conduct or by the conduct of a third party using Your access credentials. The foregoing is, however, conditional upon SANMARGAR (i) notifying You thereof in writing and in detail without undue delay; (ii) authorizing You to conduct any judicial and extrajudicial proceedings with such third party on its own; and (iii) providing You, at Your expense, with any reasonable assistance so that You can defend against the claim. You are permitted to fully control the defense and any settlement of any such claim as long as such settlement does not include a financial obligation on SANMARGAR. In the event SANMARGAR declines Your proffered defense, or otherwise fails to cede full control of the defense to Your designated counsel, then SANMARGAR waives Your obligations under this Section. SANMARGAR shall fully cooperate in the defense of such claim and may appear, at its own expense, through counsel of its own choosing.

16. DATA PRIVACY.

You and SANMARGAR shall comply with applicable data protection laws and regulations. You agree not to submit any personal data to the Service except as required for your registration. In case of contractual data processing or transfer of personal data outside the EU, You must contact SANMARGAR to execute a written agreement containing adequate regulations to protect the individuals' privacy and comply with EU data protection laws.

17. CONFIDENTIALITY.

Confidential Information shall not be used or reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other party shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party shall take all reasonable steps (defined below) to keep all Confidential Information strictly confidential, provided each party may disclose Confidential Information to individuals whose access is necessary to enable it to exercise its rights hereunder and who are under obligations of confidentiality substantially similar to those set forth herein. As used herein "reasonable steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

a. Exclusions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any confidential Information that: (a) is independently developed by the receiving party without reference to the Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving

party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

b. **Publicity.** Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that You agree that SANMARGAR may use Your name and corporate logo in customer listings or as part of SANMARGAR's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits) at times mutually agreeable to the parties. SANMARGAR will make reasonable efforts to avoid having the reference activities unreasonably interfere with Your business.

c. **Definition.** "Confidential Information" means, with respect to SANMARGAR, all information which SANMARGAR protects against unrestricted disclosure to others, including but not limited to: (a) the Service, including, without limitation, the following information regarding the Service: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Service; (ii) benchmark results, program listings, data structures, logic diagrams, functional specifications, file formats; and (iii) system infrastructure, security/architecture design and/or operations processes (iv) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Service; (b) the research and development or investigations of SANMARGAR; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to SANMARGAR subject to an applicable confidentiality obligation to such third party). With respect to You, "Confidential Information" means Your Content.

d. **Your Feedback.** You may provide, or SANMARGAR may solicit, input regarding the Service, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Service or any other SANMARGAR site, service or product, or input as to whether You believe SANMARGAR's development direction is consistent with Your business and IT needs, the technology marketplace in general, and the like (collectively "Feedback"). You acknowledge and agree that any information disclosed by SANMARGAR during discussions related to Feedback shall be considered SANMARGAR Confidential Information and shall be protected from disclosure in accordance with the terms of this Agreement. In order for SANMARGAR to utilize such Feedback, You hereby grant to SANMARGAR a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense to SANMARGAR's licensees and customers, under Your relevant intellectual property rights, to use, publish, and disclose such Feedback in any manner SANMARGAR chooses and to display, perform, copy, make, have made, use, sell, and otherwise dispose of SANMARGAR's and its sublicensees' products or

services embodying Feedback in any manner and via any media SANMARGAR chooses, without reference to the source. SANMARGAR shall be entitled to use Feedback for any purpose without restriction or remuneration of any kind with respect to You and/or Your representatives. You acknowledge that the information related to the Service disclosed by SANMARGAR under this Agreement is only intended as possible strategies, developments, and functionalities of the Service and is not intended to be binding upon SANMARGAR to any particular course of business, product strategy, and/or development.

18. LAW/VENUE

This Agreement is governed by and construed in accordance with the laws of Republic of Poland. You and SANMARGAR agree to submit to the exclusive jurisdiction of, and venue in, the courts of Warsaw Poland in any dispute arising out of or relating to this Agreement.

19. COPYRIGHT POLICY

SANMARGAR respects the intellectual property of others, and we ask our users to do the same. SANMARGAR may, in appropriate circumstances and at its discretion, terminate the access/accounts of End Users who infringe the intellectual property rights of others. If You believe that your work has been copied in a way that constitutes copyright infringement or any other violation of your rights, please provide SANMARGAR's Copyright Agent the following information:

- * an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- * a description of the copyrighted work that you claim has been infringed or material which otherwise violates your rights;
- * a description of where the material that you claim is infringing/violating is located on the site;
- * your address, telephone number, and e-mail address;
- * a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- * a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

SANMARGAR's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Sanmargar Team sp. z o.o. Warszawa 04-113, Łukowska 11133; listy@sanmargar.pl

20. Export.

The Service, Documentation and other SANMARGAR Materials are subject to the export control laws of various countries, including without limitation the laws of the Republic of Poland. You will not submit the Service, Documentation or other SANMARGAR Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SANMARGAR, and will not export the Service, Documentation and SANMARGAR Materials to countries, persons or entities prohibited by such laws. You shall also be responsible for complying with all applicable governmental regulations of the country where You reside or Your Company is registered, and any foreign countries with respect to the use of the Service, Documentation or other SANMARGAR Materials.

21. MISCELLANEOUS.

This Agreement constitutes the complete and exclusive statement of the agreement between SANMARGAR and You related to the subject matter hereof, and supersedes all prior written and oral contracts, proposals and other communications between the parties relating to the subject matter. Oral agreements do not exist. You may not assign or otherwise transfer any of its rights under this Agreement without SANMARGAR's prior written consent. If any provision of this Agreement proves to be invalid, this will not affect any other provision of this Agreement. The waiver by either party of any of its rights hereunder shall not be construed as a waiver of any subsequent breach. SANMARGAR's performance shall be excused under this Agreement to the extent its failure to perform is caused by events beyond its reasonable control.