



END USER LICENSE AGREEMENT

BY ACCESSING, USING, OR COPYING THIS PRODUCT, YOU AGREE TO THE TERMS OF THIS END USER LICENSE AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS:

DO NOT ACCESS, USE, OR COPY THIS PRODUCT.

1) Definitions.

- a) “Authorized Partner” means any of Ethics Suite’s distributors, resellers, or other business partners that are authorized by Ethics Suite in writing to sell the Product license rights granted under this Agreement.
- b) “Back-Office” refers to content that is available to Subscribers only.
- c) “Documentation” means explanatory or other materials in printed, electronic, or online form accompanying the Product in English and other languages, if available.
- d) “DATs” means detection definition files, also referred to as signature files, that contain the code(s) anti-malware software uses to detect and repair viruses, Trojan horses, and potentially unwanted programs.
- e) “Ethics Suite” means (i) Ethics Suite, LLC, and its subsidiaries, Restaurant Ethics, LLC, Bar Ethics, LLC, Hotel Ethics, LLC, and the Ethics Suite websites, services, and products that collect data and display these terms.
- f) “Non-Subscriber” is any organization or location that does not presently have a contractual relationship with Ethics Suite.
- g) “Product” means the software product identified herein, which includes computer software and may include associated media, printed materials, and “online” or electronic documentation accessed through EthicsSuite.com, HotelEthics.com, RestaurantEthics.com, and BarEthics.com. “Product” includes Back-Office content accessible only to Subscribers.
- h) “Reporter” is any person who submits a report through Ethics Suite, whether relating to a Subscriber or Non-Subscriber organization.
- i) “Subscriber” is any organization or location that has entered into a subscription agreement to receive reports and other contracted services from Ethics Suite.



- j) “Subsidiary” means any entity controlled by you through greater than fifty per cent (50%) ownership of the voting securities.
- k) “Support” or “Technical Support” means the support services offered by Ethics Suite for the support and maintenance of the Product.
- l) “Updates” are related to content of the Product, including, without limitation, all DATs, signature sets, policy updates, and database updates for the Product, and that are made generally available to Ethics Suite’s Users.
- m) “Upgrade” means any and all improvements in the Product that are made generally available to Ethics Suite’s users.

2) License Grant; Proprietary Rights.

- a) Subject to the terms and conditions of this Agreement, Ethics Suite hereby grants to you a non-exclusive, non-transferable right to use the Product (for the purpose of this Agreement, to use the Product includes to access or use the Product).
- b) The Product, including, without limitation, its object code and source code, whether or not provided to you, is strictly confidential to Ethics Suite. Ethics Suite (or its licensors) owns exclusively and reserves all – and you may not exercise any – right, title, and interest in and to the Product, including, without limitation, all intellectual property rights in and to the Product, except to the extent of the limited Product use license granted to you in this Agreement. This Agreement is not an agreement of sale, and no title, intellectual property rights, or ownership rights to the Product are transferred to you pursuant to this Agreement. You acknowledge and agree that the Product and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Product, all future Updates and Upgrades, and all other improvements, revisions, corrections, bug-fixes, hot-fixes, patches, modifications, enhancements, releases, DATs, signature sets, upgrades, and policy and database updates and other updates in, of, or to the Product, all derivative works based upon any of the foregoing, and all copies of the foregoing are trade secrets and proprietary property of Ethics Suite, having great commercial value to Ethics Suite.

3) Copy and Use Terms.

- a) Product Entitlement: You may use the Product an unlimited number of times. The use of Back-Office Product depends upon the licenses purchased (e.g., nodes).
- b) Term: The license for the Product is perpetual. Any license for the Back-Office content is set forth in a Subscriber’s separate subscription agreement.
- c) Copies: You may copy the Product as reasonably necessary for back-up, archival, or disaster recovery purposes.



- d) **Subsidiaries:** You may permit use of the Product in accordance with the terms of this Agreement by a Subsidiary only for so long as such entity remains your Subsidiary. You shall be responsible and fully liable for each Subsidiary's compliance with or breach of the terms of this Agreement.
- e) **General Restrictions:** You may not, and you may not cause or allow any third party to:
 - (i) decompile, disassemble or reverse-engineer the Product; or create or recreate the source code for the Product; (ii) remove, erase, obscure, or tamper with any copyright or any other product identification or proprietary rights notices, seal, or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Product, or Documentation; or fail to preserve all copyright and other proprietary notices in all copies of the Product, and Documentation made by you; (iii) lease, lend or use the Product for timesharing or service bureau purposes; sell, market, license, sublicense, distribute, or otherwise grant to any person or entity any right to use the Product except to the extent expressly permitted in this Agreement; or use the Product to provide, alone or in combination with any other product or service, any product or service to any person or entity, whether on a fee basis or otherwise; (iv) modify, adapt, tamper with, translate, or create derivative works of the Product or the Documentation; combine or merge any part of the Product or Documentation with or into any other software or documentation; or refer to or otherwise use the Product as part of any effort to develop software (including, without limitation, any routine, script, code, or program) having any functional attributes, visual expressions, or other features similar to those of the Product or to compete with Ethics Suite; (v) except with Ethics Suite's prior written permission, publish any performance or benchmark tests or analysis relating to the Product; or (vi) attempt to do any of the foregoing.

4) Technical Support and Maintenance.

Technical support on the Product is available free of charge and maintenance will be performed as needed.

With respect to Subscriber Back-Office content, after the subscription period has expired, you have no further rights to receive any Support including Upgrades, Updates, and telephone support relating to the Subscriber-Only Back-Office content. You will secure any and all privacy-related rights and permissions from individual persons as may be required by regulation, statute, or other law or your internal policies or guidelines in order to disclose to Ethics Suite, in connection with Ethics Suite's performance of Support or otherwise under this Agreement, applicable personally identifiable information, data, and material.



5) Warranty and Disclaimer.

No Warranties.

Ethics Suite expressly disclaims any warranty for the Product and any related documentation is provided “as is” without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of the Product remains with you.

No Liability for Damages.

In no event shall Ethics Suite be liable for any special, consequential, incidental or indirect damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if Ethics Suite is aware of the possibility of such damages and known defects.

6) Termination.

Without prejudice to your payment obligations, a Subscriber may terminate its Back-Office license at any time. Ethics Suite may terminate the license of a Subscriber or Non-Subscriber in the event that you materially breach the terms of this Agreement and you fail to cure such breach within thirty (30) days of receiving notice of such breach. Upon such termination, you shall promptly discontinue use of the Product and destroy any Documentation.

7) Additional Terms.

- a) Evaluation Product: If the Product has been identified by Ethics Suite as “Evaluation” Product, then the provisions of this section apply and shall supersede any other conflicting term of this Agreement. Your royalty-free, non-transferable, non-exclusive, license to use the Evaluation Product, for evaluation purposes only, is limited to thirty (30) days unless otherwise agreed to in writing by Ethics Suite. The Evaluation Product may contain errors or other problems that could cause system or other failures and data loss. Consequently, Evaluation Product is provided to you “AS IS” and Ethics Suite disclaims any warranty or liability obligations to you of any kind. Any information about the Evaluation Product gathered from its use shall be used solely for evaluation purposes and shall not be provided to any third parties. The restrictions described in Section 3(e) apply. If you fail to discontinue use the Evaluation Product after the evaluation period has expired, Ethics Suite may, at its discretion, invoice you in an amount equal to the Ethics Suite List Price for the Product and you shall pay such invoice upon receipt. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED, BUT MAY BE LIMITED,



ETHICS SUITE’S LIABILITY AND THAT OF ITS SUPPLIERS AND AUTHORIZED PARTNERS UNDER THIS AGREEMENT RELATED TO EVALUATION PRODUCT, OR IN CONNECTION WITH EVALUATION PRODUCT, SHALL BE LIMITED TO THE SUM OF FIFTY (50) U.S. DOLLARS OR THE EQUIVALENT IN LOCAL CURRENCY IN TOTAL.

- b) Beta Product: If the Product that you have received has been identified by Ethics Suite as “Beta” Product, then the provisions of Section 7(a) above shall apply accordingly. Ethics Suite has no obligation to you to further develop or publicly release the Beta Product. If requested by Ethics Suite, you will provide feedback to Ethics Suite regarding testing and use of the Beta Product, including error or bug reports. You agree to grant Ethics Suite a perpetual, non-exclusive, royalty-free, worldwide license to use, copy, distribute and make derivative works and incorporate the feedback into any Ethics Suite product at Ethics Suite’s sole discretion. Upon receipt of a later unreleased version of the Beta Product or release by Ethics Suite of a publicly released commercial receipt of a later unreleased version of the Beta Product or release by Ethics Suite of a publicly released commercial version of the Beta Product, you agree to discontinue use of all earlier Beta Product credentials received from Ethics Suite.
- c) “Free” or “Open-Source” Product: The Product may include components (including, without limitation, programs, applications, tools, utilities, libraries, and other programming code) that are made available from third parties under a free or open source software licensing model (“FOSS Code”). FOSS Code components included with the Product are redistributed by Ethics Suite under the terms of the applicable FOSS Code license for such component; your receipt of FOSS Code components from Ethics Suite under this Agreement neither enlarges nor curtails your rights or obligations defined by the FOSS Code license applicable to the FOSS Code component. Copies of the FOSS Code licenses for FOSS Code components included with Product are included with or referenced in the Product’s Documentation.

8) Privacy and Collection of Personal or System Information.

- a) By entering into this Agreement, or using the Product, you agree to the Ethics Suite Privacy Policy on the Ethics Suite web site (<http://www.EthicsSuite.com>) and to the collection, processing, copying, backup, storage, transfer and use of this Data by Ethics Suite and its service providers, in the United States or other countries or jurisdictions potentially outside of your or a designated user’s own. Ethics Suite will only collect, process, copy, backup, store, transfer and use personally identifiable information in accordance with the Ethics Suite privacy policy on the Ethics Suite web site (<http://www.EthicsSuite.com>).



9) Governing Law.

All disputes arising out of or relating to this Agreement or its subject matter will be governed by the substantive laws of the State of New York. The United States District Court for the Southern District of New York, when New York law applies, shall have exclusive jurisdiction over all disputes arising out of or relating to this Agreement or its subject matter.

10) Protection.

You acknowledge and agree that the Product constitutes and contains valuable Intellectual Property Rights of Ethics Suite, which intellectual property rights include but are not limited to patents, petty patents, utility models, designs (whether or not capable of registration), design patents, inventions, database rights, protection of works of authorship or expression, including copyrights and future copyright, domain names, trademarks, trade names and any other industrial and intellectual property rights, whether registered or not and applications, divisions, continuations, renewals, re-exams and reissues for any of the aforementioned respectively as well as any trade secrets, and the rights to prosecute, enforce and obtain remedies.

You will at all times recognize and act consistently with Ethics Suite's Intellectual Property Rights in the Product, regardless of whether patents have been issued thereon, and will not in any way act, or fail to act in any manner, to intentionally or negligently harm such Intellectual Property Rights.

11) Confidentiality.

For purposes of this Agreement, "Confidential Information" shall mean the Product and any other information, software or technical data provided by Ethics Suite. You hereby agree (i) to hold Confidential Information in strict confidence and not to disclose or otherwise make it available or disclose it to any third party except as is necessary for the proper performance of its regulatory obligations or in accordance with its rights under this Agreement; (ii) to impose confidentiality restrictions upon any party to whom any Confidential Information is disclosed; (iii) to take at least the same precautions to protect the Confidential Information as it takes for its own confidential and proprietary information of like importance, but in no event less than reasonable precautions; and (iv) to refrain from using the Confidential Information for any purpose other than the purposes for which that Confidential Information was disclosed.



12) Miscellaneous.

- a) Except for actions for non-payment or breach of Ethics Suite's proprietary rights in the Product and Documentation, no action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after a party knew or should have known of the claim.
- b) Any terms of this Agreement which by their nature should survive the termination of this Agreement shall survive such termination.
- c) Ethics Suite may assign this Agreement, in whole, at any time subject to your prior written consent; provided, however, any assignment resulting from or as part of a merger, consolidation, acquisition of all or substantially all of the assets of Ethics Suite, or internal restructuring or reorganization does not require your consent.
- d) This Agreement, including all documents incorporated by reference, represents the entire agreement between the parties and expressly supersedes and cancels any other communication, representation or advertising whether oral or written, on the subjects herein. If you issue an order to Ethics Suite and the terms and conditions of the order conflict with the terms and conditions of this Agreement, then the terms and conditions specified in this Agreement shall control. No terms or conditions of any pre-printed or boilerplate purchase order or other document will govern the transactions contemplated by this Agreement. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of Ethics Suite. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by Ethics Suite. If any provision of this Agreement is held invalid, unenforceable, or prohibited under law, then such provision will be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law and the remainder of this Agreement shall continue in full force and effect.
- e) All notices, requests, demands and determinations for Ethics Suite under this Agreement (other than routine operational communications) shall be sent to:

Ethics Suite, LLC
Attention: Legal Department
28150 Alma School Pkwy, Suite 254
Scottsdale, AZ 85262