

## SUBSCRIPTION LICENSE (September 19, 2018)

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## 1. DEFINITIONS

- a. "Software" means this software system as marketed by Sawtooth.
- b. "Perl Source Code" means the programming instructions written using the Perl programming language contained in the \*.pl files shipped with this product.
- c. "Internet Server Installation" means the installation of the files needed to display surveys, collect data over an Internet or Intranet, and perform basic reporting functions. It does not include the files needed to construct a questionnaire or perform market simulations.
- d. "Licensed Organization" is the organization to whom this license is being granted and with whom this Agreement is being made.
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- f. "Contract Programmer" is any named individual hired by the Licensed Organization or User. Contract Programmers may be consultants or contractors to the Licensed Organization.
- g. "Licensed Period" is the period of time that Sawtooth has granted permission to the Licensed Organization to use the Software, the duration of which is shown in the Software license purchase order. In the absence of such permission, the Software will operate in a default demonstration mode and "Licensed Period" is defined as the time needed by Licensed Organization to evaluate the Software for purchase.

## 2. LICENSE

Subject to the terms and conditions of this Agreement, including

payment of the fee, Sawtooth grants the User a non-exclusive, non-transferable limited license to use the Software for Licensed Period, for up to the number of Users purchased. All software sold together as part of a Suite Subscription are bundled and may not be unbundled for the purposes of counting Users. The User shall not permit non-licensed individuals to use the Software. The User may, however, make Internet Server Installations on third party servers for collection and reporting of survey data.

The licensed Software is the sole and exclusive property of Sawtooth (or its parents, subsidiaries, affiliates, or designees) or its suppliers. By indicating that you accept these terms, you do not become the owners of the licensed Software, but you are entitled to use them according to the terms of this Agreement.

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At the end of the Licensed Period, if the license is not purchased or renewed, the license is terminated (see Section 6). During the Licensed Period, Sawtooth may change the renewal price.

Any residual work created with the Software remains the property of the User.

Licensed Organization may transfer licenses between Users within the Licensed Organization. When licenses are transferred, the new User must register the license in accordance with Section 3.

The Licensed Organization may designate Contract Programmers as Users of the Software if a User license is temporarily transferred from the Licensed Organization to the Contract Programmer. The Contract Programmer may not use the Software in any way independent of assisting the Licensed Organization and the User license must return to the Licensed Organization upon completion of the contract work.

The User agrees to label any physical copy of the Software with the following statement: "Copyright Sawtooth Software, Inc."

The User shall not attempt to remove the internal copyright notices or user identification.

The User shall not modify or manipulate the license enforcement behavior of the Software. This includes but is not limited to modifications or manipulations intended to bypass or circumvent the limits of the demonstration mode.

The User shall not modify the Perl Source Code (other than changing path statements) or to use the source code to build another software system, whether for internal use or to market as a software system.

The User shall not reverse engineer the Software for internal use or to market a software system using the algorithms contained in the Perl Source Code.

It is a violation of this Agreement to field and/or analyze a study through the User's license or another licensee if the number of data fields in the project exceeds the User's licensed capacity.

### 3. SAWTOOTH SOFTWARE ACCOUNT, USAGE INFORMATION, AND LICENSE ENFORCEMENT

Users must create an online account at <https://account.sawtoothsoftware.com> to use the Software, receive technical support, and receive bug/upgrade notices.

When you use the Software, an assigned contact identifier, device identifier, and product identifier are transmitted securely to servers operated by Sawtooth and their hosting providers. This information is recorded with a license identifier and a timestamp. At the individual or company level, the recorded information is only used to help Sawtooth enforce licensing policies and purchase agreements. Sawtooth may also share the recorded information with the Licensed Organization and its representatives. Individual and company information will not be kept longer than one year, unless Sawtooth suspects you are not complying with the software licensing policies and purchase agreements. The recorded information may be anonymized and aggregated to compile statistical information related to general usage of the Software, which may be kept for longer than one year and made publicly available.

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The license fee is payable before or upon receipt of the Software. Such fee has no residual value and is not refundable and cannot be applied towards the purchase of other products or services.

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The User may copy the Software in accordance with Section 2.

User acknowledges and agrees that subject to the limited rights granted to User under section 2, all trade secret, copyright, patent, trademark, trade name, and other intellectual and proprietary rights in the Software and in the technology embodied in or reflected by such Software (including upgrades, modifications, extensions, derivatives, translations, reformations or developments of the foregoing), are and at all times shall remain the exclusive property of Sawtooth.

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The User agrees to cease use of the Software upon termination and remove, uninstall, and delete all copies of the Software from its

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Sawtooth may terminate the license if the User violates this Agreement.

The Agreement and your license to use the Software will also terminate if you fail to comply with any term or condition of this Agreement. Sawtooth's limitations of liability and disclaimers shall survive expiration or termination of this Agreement.

#### 7. WARRANTY

Sawtooth warrants that the Software will perform as specified in the user manual. If the Software does not perform as specified, Sawtooth will make reasonable efforts to cause the Software to perform as specified in the user manual, at its own expense.

However, since Sawtooth cannot control the type of data the User uploads, collects, or stores with this Software, Sawtooth cannot and does not warrant the fitness of the Software for any type of data, including but not limited to data that is considered sensitive or that contains personally identifying information.

Sawtooth agrees to refund the purchase price and terminate the license at the Licensed Organization's request within 60 days of delivery. If a product has been returned within the 60-day warranty period, the return policy is no longer valid for future purchases of that product.

Sawtooth makes no other warranties with respect to the Software. Sawtooth's responsibility and liability in all cases will be limited to the purchase price of the Software.

#### 8. INSURANCE COVERAGE

Neither the Software nor the User are covered under any insurance policy maintained by Sawtooth.

#### 9. SUPPORT

Sawtooth technical support for the Software is provided for all Users via telephone or email for the Licensed Period, as set forth on the support section of the Sawtooth website

#### 10. INTEGRATION CLAUSE

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