

Agile Use Cases License Agreement

IMPORTANT-READ THE TERMS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING AGILE USE CASES: This License Agreement ("Agreement") is a legal agreement between you ("You" or "Your") and Ivar Jacobson International SA ("IJI") for Agile Use Cases which includes computer software and "online" or electronic documentation ("Product").

Notice: This Product is provided free of charge and is subject to the terms of this Agreement. It is provided "as is" and IJI does not accept any liability for its use by You.

YOU EXPRESSLY AND UNCONDITIONALLY AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE PRODUCT.

1 Grant of License

1.1 General License Grant

Subject to the terms and conditions of this Agreement, IJI hereby grants to You and any End-User a perpetual (subject to Section 2.5), non-exclusive and non-transferable license to use at Your own risk, solely for Your internal purposes, the Product in accordance with this Agreement. "End-User" means any individual who is authorized by You to use the Product in accordance with the terms of this Agreement.

1.2 Documentation

You may make use of the Product documentation, provided that such copies are used solely for Your internal purposes.

2 Description of Other Rights and Limitations

2.1 Restrictions

Unless otherwise set out in this Agreement, You may not resell, assign, or otherwise transfer, provide, redistribute, sublease, rent, lease, lend or sell the Product to any third person, modify, reproduce or prepare the Product into derivative works based upon the Product in whole or in part. You may not modify any proprietary notices or marks of IJI. You further agree that You may not export or re-export the Product, or any part thereof, to any country, person or entity.

2.2 Limitations on Reverse Engineering

You may not reverse engineer, decompile, disassemble, or otherwise reduce the Product to another computer language or a human perceivable form, except and only to the extent that such activity is expressly permitted by mandatory applicable law.

2.3 Trademarks

This Agreement does not grant You any rights in connection with any trademarks or service marks of the Product or IJI, its affiliates or subsidiaries.

2.4 Consent to Use of Data

You agree that IJI and its affiliates or subsidiaries may, if provided by You, collect and use technical information or feedback gathered from You related to the Product. IJI may use this information to improve its products or to provide customized services or technologies and will not disclose this information in a form that personally identifies You.

2.5 Term and Termination

The term of this Agreement shall be effective upon installation of the Product and shall continue unless earlier terminated as provided herein. This Agreement will terminate immediately upon written notice if You violate any material term or condition of this Agreement. IJI may also terminate this Agreement and You agree to immediately stop using the Product in the event IJI believes that such use may infringe a third party intellectual property right.

Upon termination of this Agreement, You must return, delete or otherwise destroy (and confirm in writing such deletion or destruction) all copies of the Product and documentation within ten (10) days of the effective date of termination.

2.6 Upgrades and Support

This Agreement does not grant You rights to any improvements, modifications, enhancements, updates to the Product, or support services.

3 Limited Warranty

IJI warrants that it has used reasonable care in the preparation of this Product for downloading and that it has taken precautions with regard to its site used for the download at least as stringent as those generally used in the industry.

THE PRODUCT IS PROVIDED "AS IS". THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCT IS ASSUMED BY YOU. You are responsible for selecting the software to achieve its intended results and to conduct virus testing and other standard tests before use. IJI makes no warranty of the Product's function or quality for any specific purpose. IJI makes no warranty or condition that the Product will be error-free or free from interruptions or other failures.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.

4 Exclusion of Incidental, Consequential and Certain Other Damages

Under no circumstances and under no legal theory, whether in tort, contract or otherwise, shall IJI or its supplier be liable to You or to any other person for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Product, links to third party products, the provision of or failure to provide support or other services, information, software, and related content through the Product or otherwise arising out of the use of the Product, or otherwise under or in connection with any provision of this Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of IJI or any supplier, and even if IJI or any supplier has been advised of the possibility of such damages.

5 Links to Third Party Products

You may link the Product to third party products. The third party products are not under the control of IJI and IJI is not responsible for the contents or performance of any third party products or for the function of the Product together with any third party products. IJI is providing these links to third party products to You only as a convenience, and the inclusion of any link does not imply an endorsement by IJI of the third party product. IJI does not accept any liability regarding links to third party products.

6 Limitation of Liability and Remedies

You agree that it is a specific requirement of this license that You have accepted that IJI is not liable for any form of damages whatsoever.

7 Entire Agreement

This Agreement constitutes the entire agreement between You and IJI relating to the Product and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product. This Agreement shall not be modified except by a written agreement executed by an authorized representative of IJI and You.

8 Copyright

The Product is confidential and protected by copyright and other intellectual property laws and treaties. IJI or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold. No right, title or interest in or to any trademark, service mark, logo or trade name of IJI is granted under this Agreement. You agree to take all reasonable steps to safeguard IJI by ensuring that no unauthorized person shall have access to the Product and that no unauthorized use is made of the Product or IJI's trademarks or other intellectual property rights.

10 Severability

If a provision of this Agreement is rendered invalid, the remaining provision shall remain in full force and effect.

11 Notices

Notices shall be in writing and shall be deemed delivered in person when delivered by courier, email with proof of delivery or mailed postage prepaid by certified or registered mail – return receipt requested – to the current business address of the addressee.

12 Further Assurances

Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

13 Waiver

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

14 Amendment

No modification, amendment or variation hereof shall be of effect or binding upon the parties hereto unless agreed to in writing by them.

15 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Sion, Switzerland. The Swiss Court shall have exclusive jurisdiction over matters arising out of or in connection with this Agreement. This Agreement is written in the English language, which language shall be controlling in all respects.

Last Revised: June 3, 2010