

**Bilag 3: Licensbetingelser for CaseWare International Inc.****IMPORTANT - READ CAREFULLY BEFORE INSTALLING. INSTALLING INDICATES ACCEPTANCE OF A BINDING LEGAL AGREEMENT.****1. Offer**

CaseWare International Inc. ("CWI") offers to enter into a binding legal agreement with the individual, corporation, partnership or other legal entity to which the computer software and documentation associated with this License was supplied for use (the "Licensee"). The terms and conditions of this License (the "License Terms") are set out in this document. The License Terms include terms limiting the liability of CWI.

Depending on what Licensee has ordered, the computer software programs contained on the currently accessed electronic medium (the "enclosed programs") consist of one or more programs developed and licensed by CWI generally known as "CaseWare"®, "CaseWare Working Papers" TM, "Working Papers" TM, "AuditAgent"®, "CaseWare Connector" TM, "Connector" TM, "CaseWare Financials" TM, "CaseWare Review" TM, "CaseWare Review and Compilation" TM, "CaseWare Audit" TM, "CaseWare GoBetween", "CaseWare SDK", "CaseWare COM", "CaseWare Time" TM, "Practice Administration" TM, "CaseWare Time and Billing" TM, "TimeAgent" TM, "CaseWare Today" TM, "CaseWare XBRL Benchmarking" TM, "CaseWare Scenarios" TM, "CaseWare Not For Profit" TM, "CaseWare GASB" TM, "CaseWare CAFR" TM, "BizSuite" TM, "CaseWare CICA Engagement Templates" TM, "CaseWare CGA Audit Templates" TM, "CaseWare Audit International" TM, "CaseWare Audit System" TM (collectively, "CaseWare Programs").

Licensee assumes all responsibility for selection of the enclosed program(s) to achieve its intended results. Neither Licensee nor any User is relying on the Software or CWI or anyone else who has been involved in the creation, production or delivery of the Software for accounting or other professional services.

**2. Acceptance of Offer**

Opening a package containing physical media containing a copy of the Software and/or installation and/or Use of the Software, and/or clicking an accept or equivalent button displayed in the course of accessing the Software (from physical media or a web site) constitutes acceptance of the License Terms by Licensee and all Users.

The individual who accepts the License Terms on behalf of Licensee and each User undertakes to read the License Terms and agrees immediately to return the Software to the Supplier from whom it came if any of the License Terms are not accepted. The individual who accepts the License Terms on behalf of Licensee warrants that he or she has the authority to bind Licensee to the License Terms.

**3. Defined Terms**

In this License, the enclosed program(s) as modified or supplemented by an Enhancement or other modification received from a Supplier is/are referred to as the "Software"; "Supplier" means CWI or its authorized distributor; each object code copy of the Software and an Enhancement or other modification to the Software received from a Supplier is referred to as a "Supplied Copy"; a Supplied Copy and copies of it made as permitted under this License are referred to as "Licensed Copies" and singly as a "Licensed Copy"; the end user manuals concerning the Software (in printed or electronic format) received from a Supplier, as modified from time to time by a Supplier, are referred to as "Documentation"; "Collateral Program" means a computer program other than a CaseWare Program intended to operate in conjunction with or provide data to or receive data from a CaseWare Program; "Access Device" means any physical or electronic key or transferable ID required for a Licensed Program to function supplied by a Supplier; "Derivative Work" means a computer program made available by Licensee or an affiliate to third parties which, by reason of its method of interface with a user, graphical or design elements, structure, workflow organization or other aspect, may be confused with one or more of the CaseWare Programs; "Enhancement" means any modification of the Software other than correction of bugs or errors acknowledged by CWI; "Intellectual Property Rights" means all

rights to use, copy, reproduce, sell, license, enhance, merge, transcribe, adapt or distribute by any means and for any purpose, including any and all proprietary rights provided under patent law, copyright law or any other applicable statutory provision or common law principles which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, including trade secret law, or the expression or use thereof and all registrations, applications for registration, reissues, extensions, renewals, divisions, continuations, continuations-in-part, proprietary information, documentation and improvements relating to the foregoing; "Licensed CPU" means a central processing unit controlled by Licensee in a multiple user environment accessed by means of a modem, a network or other means of remote access and/or on a single standalone computer; "Licensee's Personnel" means Licensee's employees, partners and individuals who provide services exclusively to Licensee; "Template" means the portion of a CaseWare Program comprised of either (i) a sample of text, format and/or layout for presentation and explanation of data that has been processed by a CaseWare Program and/or disclosure of related information or (ii) a work aid such as a check list or sample letter; "Benchmark Data" means data either uploaded to or retrieved from CaseWare Programs or a Template, "User" means Licensee and each individual who makes Use of a Licensed Copy or uses Documentation under this License; and "Use" means entering data to be processed by a computer program and/or causing a computer program to process data and/or causing a computer program to generate a report or other output in electronic or physical form.

**4. Ownership by CaseWare International Inc.**

All title, ownership rights, and Intellectual Property Rights in and to the Software, Documentation and Access Devices throughout the world not specifically granted by CWI to Licensee shall remain the exclusive property of CWI. CWI shall be the owner of all Derivative Works and all proceeds thereof.

**5. Licensed Rights**

Subject to the terms and conditions of this License, CWI grants Licensee the following non-exclusive rights ("Licensed Rights"):

\* to make for Use by means of a Licensed CPU one copy of the Supplied Copy provided that each such copy must contain all proprietary notices that appear on the Supplied Copy;

\* to permit Use by Licensee's Personnel of Licensed Copies by means of one or more Licensed CPU's; \* to permit an Access Device to be operated to enable Use of a Licensed Copy;

\* to make one copy of a Supplied Copy for archival purposes, provided that such copy must contain all proprietary notices that appear on the Supplied Copy;

\* to permit use of Documentation to assist a User to understand how to operate the Software;

\* to make a copy of Documentation for use by each person authorized to Use the Software under this License.

**6. Terms & Conditions**

The Licensed Rights are subject to the following conditions and restrictions:

6.1. The Licensed Rights shall not be exercised for the purpose of enabling or assisting Licensee or any other person to prepare, for supply in the course of carrying on a business, a computer software program substitutable in whole or in part for any of the CaseWare Programs.

6.2. Templates may only be used to gather, select and prepare data for processing by a CaseWare Program and to present data that has been processed by a CaseWare Program. A Template may not be distributed to a third party as a standalone work.

**Bilag 3: Licensbetingelser for CaseWare International Inc.**

6.3. If the Supplied Copy is not controlled by an Access Device, the aggregate number of individuals who at any time in a calendar year Use a Licensed Copy (the "User Pool") shall not exceed the number of persons for whom a license fee invoiced to Licensee by a Supplier has been paid (the "Permitted Number"). For the purposes of this License, the Permitted Number is indicated on the invoice issued by a Supplier in connection with supply of the Supplied Copy.

6.4. In order to validate this License and be able to Use or continue to Use some or all of the components of the Software, Licensee and each User may be required to register by telephone, Internet access to a CWI web site or other means as directed by the Software, provide the information and payment requested by the registration module and input Licensee's assigned validation key number as requested by the Software.

6.5. Licensee acknowledges that Licensed Rights may expire in whole or in part on a specified date and that the Software and/or Enhancement will then become inoperative in whole or in part if Licensee has not complied with the requirements of the Supplier for continuation of Licensed Rights after such date.

6.6. Licensee shall ensure that no User:

6.6.1. Uses a Licensed Copy or Documentation except under the terms and conditions contained in this License;

6.6.2. Modifies, translates, reverse engineers, decompiles or disassembles a Licensed Copy or an Access Device or makes a copy of an Access Device;

6.6.3. Creates a Derivative Work or merges a Licensed Copy or Documentation with another work;

6.6.4. Copies a Licensed Copy or Documentation except as permitted under this License;

6.6.5. Rents, leases, transfers or otherwise deals with rights to a Licensed Copy, Documentation or Access Device;

6.6.6. Removes any proprietary notices or labels on a Licensed Copy, Documentation or Access Device;

6.6.7. Knowingly uploads inaccurate Benchmark Data to CaseWare Programs.

**7. Excess Users**

If section 6.3 is applicable and at any time during a calendar year the User Pool exceeds the Permitted Number, Licensee shall immediately advise its Supplier of same in writing and pay Supplier's then prevailing license fee for each excess User and thereafter the Permitted Number shall be increased by such excess number.

**8. Exclusions & Limitations**

This License does not grant any right (i) to receive an Enhancement; or (ii) in or in respect of any computer programs, templates or other works ("Collateral Materials"); or (iii) any right to use the Trademark "CaseWare@" or any other trademark owned by CWI. Licensee shall have no rights with respect to the Software other than the Licensed Rights. Licensed Rights may not be exercised with another computer program if in order to achieve operability of the Software with such program it would be necessary to decompile the Software. CWI explicitly disclaims all representations, warranties and conditions with respect to Collateral Materials.

Title, ownership rights and Intellectual Property Rights in and to content accessed through the Software is the property of the applicable content owner and may be protected by applicable copyright or other law. This license grants no rights to such content.

Licensee acknowledges that a Supplied Copy may require an Access Device and that the Permitted Number shall not be increased by reason of such limitations or the absence of any such limitation.

Each User Acknowledges (i) the specific content of the Software and/or the Templates may not meet all current standards mandated by accounting or other regulatory bodies; (ii) any sample presentation, documents, letters and disclosures presented by the Software or Documentation are not designed to be descriptive or complete; (iii) neither the Software nor Documentation is a substitute for materials, methods or processes required by applicable law or practice guidelines or as an alternative to the User's judgement; (iv) that Benchmark Data may have errors or omissions and is provided "as is" with no guarantee of completeness, accuracy and timeliness and it is the User's responsibility to ensure the accuracy of the results obtained from the use of this information and (v) it is the User's responsibility to ensure that appropriate disclosures are made and applicable standards are met in a manner that meets the requirements of a particular jurisdiction.

**9. Limited Functionality Warranty**

9.1. CWI warrants to Licensee, subject to the limitations and conditions contained herein that for a period of 30 days from the date of delivery of a Supplied Copy (the "Warranty Period"), the Supplied Copy and related Access Device, if any, if operated as directed in the Documentation, will substantially achieve the functionality described in the Documentation.

9.2. This limited functionality warranty shall terminate immediately if:

9.2.1. any modifications are made to the Software other than pursuant to installation of an Enhancement or maintenance release received from a Supplier; or

9.2.2. the Software is used on or in conjunction with computer hardware or computer software other than the unmodified version of computer hardware and computer software with which the Software was designed to be used as described in the Documentation; or

9.2.3. any of the events referred to in sections 6.6.1 to 6.6.6 occurs or the terms of this License are otherwise breached.

9.3. CWI does not represent or warrant that:

9.3.1. the functions contained in the Software will operate in the combinations which may be selected by a User or will meet such User's requirements;

9.3.2. operation of the Software will not be interrupted or data lost by reason of defect in the Software including the inability of the Software to process dates expressed in 2 digit or 4 digit format occurring after December 31, 1999 or by reason of negligence on the part of a Supplier;

9.3.3. programming errors in the Software will be corrected;

9.3.4. the Software will accept data from, provide data to or otherwise operate in conjunction with a Collateral Program;

9.3.5. the security mechanism implemented by the Software will meet the User's requirements.

9.4. CWI's sole liability for any breach of this limited functionality warranty shall be, in CWI's sole discretion:

9.4.1. to advise Licensee how to achieve substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or

9.4.2. with respect to an Access Device, to replace the Access Device; or

9.4.3. to refund license fees paid by Licensee for the year in which CWI receives the notice referred to above.

**Bilag 3: Licensbetingelser for CaseWare International Inc.**

9.5. CWI shall have no liability under this limited functionality warranty unless it receives written notice of the particulars of the functionality deficit within the Warranty Period.

**10. Limited Media Warranty**

CWI also warrants that the medium containing the Supplied Copy, if provided by CWI, is free from defects in material and workmanship and will so remain for 90 days from the date of acquisition of the Supplied Copy. CWI's sole liability for any breach of this warranty shall be to replace defective media.

**11. Collateral Programs Disclaimer**

CWI disclaims all representations and warranties with respect to Collateral Programs whether or not they are supplied to Licensee by a Supplier.

**12. Scope of Warranty**

CWI will use reasonable commercial efforts to repair, replace, advise or refund pursuant to the warranties provided for by sections 9 and 10 within 30 days of being so notified. No CWI dealer, agent, or employee is authorized to make any modifications, extensions, or additions to the warranties provided for by sections 9 and 10.

THE EXPRESS WARRANTIES AND REPRESENTATION SET FORTH IN SECTIONS 9 AND 10 OF THIS LICENSE ARE ACCEPTED BY LICENSEE AND ALL USERS OF THE SOFTWARE AND ACCESS DEVICES IN LIEU OF, AND LICENSEE AND ALL USERS OF THE SOFTWARE AND ACCESS DEVICES WAIVE, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SOFTWARE, ACCESS DEVICES AND THE DOCUMENTATION INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CWI KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING OR HOWSOEVER OTHERWISE ARISING.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT, OR OTHERWISE) SHALL CWI OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE, AN ACCESS DEVICE OR DOCUMENTATION BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL COMMERCIAL DAMAGES OR LOSSES, OR FOR ANY DAMAGES IN EXCESS OF CWI'S LIST PRICE FOR A 10 USER LICENSE FOR USE OF THE SOFTWARE AND DOCUMENTATION, EVEN IF CWI SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER CWI NOR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF CWI SHALL BE LIABLE TO LICENSEE OR ANY THIRD PARTY ON ACCOUNT OF LOSSES OR DAMAGES SUFFERED AS A RESULT OF FINANCIAL STATEMENTS OR OTHER RECORDS PREPARED IN WHOLE OR IN PART WITH THE SOFTWARE BEING INACCURATE OR NOT CONFORMING TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES, HOWSOEVER ARISING.

**13. Indemnity**

Licensee shall indemnify and save harmless CWI and its directors, officers and employees from and against all claims, costs (including reasonable attorney's fees), damages and losses of every nature and kind which may be suffered by reason of a third party making a claim based on any representation made or other step taken by Licensee.

**14. Termination of License**

Without prejudice to CWI's other remedies, the Licensed Rights will terminate as contemplated by section 6.5 or 6.4 if it is applicable and will terminate automatically if a Licensed Copy or the Software is used other than as permitted by this License, any of the events referred to in sections 6.6.1 to 6.6.6 occurs or the terms of this License are otherwise breached. CWI shall have the right to terminate Licensed Rights on notice to Licensee if any amount owing to a Supplier by Licensee is not paid within 45 days of its falling due. On termination of Licensed Rights, all copies of the Software and Documentation shall be destroyed forthwith and all Access Devices shall be returned to the Supplier from which they were received.

**15. General Terms**

This License represents the complete agreement concerning the Software, Access Devices and Documentation and supersedes all prior agreements and representations between Licensee and CWI. This License may be amended or supplemented only by a written instrument (i) duly signed on behalf of CWI and Licensee or (ii) delivered in physical or electronic format by CWI and accepted on behalf of Licensee by one of the methods referred to in section 2. The acceptance by a Supplier of any purchase order or other request or offer is expressly made conditional on the assent of the ordering party to the terms set forth herein and not those contained in the purchase order or other request or offer insofar as the order terms conflict with or vary the terms of this License. Headings are for reference purposes only and shall not affect the construction or interpretation of this License.

If any provision of this License is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the License shall remain valid and enforceable according to its terms.

This License shall be governed by and construed under the law applicable to agreements between residents of the Province of Ontario, Canada entered into and to be performed within Ontario, Canada. The Software is protected by copyright laws throughout the world. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Licensee attorns to the jurisdiction of the courts of the Province of Ontario.

eula 073111-2

© Registered trademark owned by CaseWare International Inc.  
TM trademark owned by CaseWare International Inc.