

## Arrangements for delivery and maintenance of Catoo Software

---

between                      M-Way Solutions GmbH  
                                    Leitzstraße 45  
                                    70469 Stuttgart  
                                    Germany  
                                    (hereinafter referred to as: M-Way)

and                              Customer (hereinafter referred to as: Licensee)

---

### § 1 General

The software distributed on [www.catoo.io](http://www.catoo.io) (hereinafter referred to as "Catoo") is licensed, not sold, to Licensee by M-Way for use only under the terms of this License, and M-Way reserves all rights not expressly granted to Licensee. The license includes the documentation. Licensee acknowledges that the copyright and title to software and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Licensee shall have no right, title or interest in the software or any trademarks or service marks relating thereto except as expressly set forth in this agreement. The rights granted herein are limited to M-Way and its licensors' intellectual property rights in Catoo and do not include any other patents or intellectual property rights.

The terms of this License will govern any software upgrades provided by M-Way that replace and/or supplement the original Catoo Software product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

### § 2 Permitted License Uses and Restrictions

Any Catoo software shall only be used for development of iPad Apps to be published via the App Store of Apple Inc. and other Marketplaces according to their regulations. Licensee has to develop its application in accordance with the regulations of Apple Inc. Licensee does not acquire any other license than those described in the following. Any licenses required for the content or for the distribution of the app have to be purchased from the respective copyright holders and providers.

There are 5 different licenses of Catoo Software offered on [Catoo.io](http://Catoo.io). Every download of Catoo includes the full-functional trial-version of Catoo that can be upgraded to the developer version by purchasing the right license file from [Catoo.io](http://Catoo.io).

Licensee is obligated to respect the license agreements of the third party libraries used in Catoo. The Licensee is obligated to include these third party licenses into his software, created with Catoo.

### **1. Trial License**

The trial version of Catoo is available free of charge. M-Way grants the Licensee a royalty-free, personal, non-exclusive and non-transferable right to use the trial version of the software for testing and evaluation purposes only. The software includes watermarks. Except as and only to the extent permitted in this License and by applicable law, Licensee may not and Licensee agrees not to, or to enable others and third parties to, copy, reverse engineer, decompile, disassemble attempt to derive the source code of, decrypt, modify or create derivative works of Catoo or any part thereof. It is strictly forbidden to remove copyright notices such as the Catoo logo. Those notices will disappear automatically only by acquiring a developer license.

All rights, ownership, title and interest in Catoo, the relevant technology and their related inventions, patent rights, copyrights, trade secrets, trademarks and other related intellectual property rights shall vest exclusively with M-Way, and no rights or licenses are granted to Licensee hereunder, by implication, estoppel or otherwise, except for the limited license expressly set forth in this agreement.

### **2. Developer Licenses**

Subject to the payment of the applicable license fees and the remittance of the Bundle ID, M-Way will remit Licensee a license file. Therewith, M-Way grants Licensee a single license with a personal and locally unlimited, non-exclusive and non-transferable right to use Catoo to develop one specific iPad app. The remitted license file shall only be used to create a single app that will be published under the Bundle ID indicated by the Licensee within the request for a license file.

Except as and only to the extent permitted in this License and by applicable law, Licensee may not and Licensee agrees not to, or to enable others to, copy, reverse engineer, disassemble, decompile, attempt to derive the source code of, decrypt, modify or create derivative works of Catoo or any part thereof.

All rights, ownership, title and interest in Catoo, the relevant technology and their related inventions, patent rights, copyrights, trade secrets, trademarks and other related intellectual property rights shall vest exclusively with M-Way, and no rights or licenses are granted to Licensee hereunder, by implication, estoppel or otherwise, except for the limited license expressly set forth in this agreement.

## **§ 3 Transfer**

Licensee may not rent, lease, lend, redistribute or sublicense any Catoo software. Licensee may, however, make a one-time permanent transfer of all of the license rights of the Licensee to Catoo (in its original form as provided by M-Way) to another party, provided that: (1) the transfer must include all of the Catoo software, including all its component parts, the Catoo documentation as provided on Catoo.io and this License; (2) Licensee does not retain any copies of the Catoo software, full or partial, including copies stored on a computer or other storage device; and (3) the party receiving the Catoo

software reads and agrees to accept the terms and conditions of this License. Notwithstanding other sections of this License, Catoo labeled or otherwise provided to Licensee on a promotional basis may only be used for demonstration, testing and evaluation purposes and may not be resold or transferred. This also applies for the trial version of the Catoo Software.

## **§ 4 Source Code**

The source code will not be delivered within Catoo. Licensee acquires no right in the source code, except for the demo project.

## **§ 5 Termination**

This License is effective until terminated by Catoo version definition - Catoo Basic and Basic Plus, after one year, Catoo Diamond and Diamond Plus unlimited\*). The rights of Licensee under this License will terminate automatically without notice from M-Way if Licensee fails to comply with any term(s) of this License. Upon the termination of this License, Licensee shall cease all use of Catoo and destroy all copies, full or partial, of Catoo.

\* Unlimited is defined as long as Catoo service is being offered

## **§ 6 Disclaimer of Warranties**

M-Way warrants to Licensee that Catoo will perform according to its documentation as provided on [catoo.zendesk.com](http://catoo.zendesk.com), and to the best of M-Way's knowledge, Licensee's use of this Catoo software according to the Catoo documentation as provided on [catoo.zendesk.com](http://catoo.zendesk.com) is not an infringement of any third party's intellectual property rights and that Catoo itself is approved for distribution on the App Store. This limited warranty lasts for a period of two years after delivery of the license key. No agent of M-Way is authorized to make any other warranties or to modify this limited warranty.

M-Way may not and expressly does not warrant that the application created on base of the Catoo Software will be approved by Apple.

## **§ 7 Limitation of Liability**

Under any claim the liability of M-Way under this agreement shall be excluded. This limitation of liability shall not be applicable as far as the damage is caused by intend and/or gross negligence or infringement of essential obligations in slight negligence. As far as M-Way infringes essential obligations in slight negligence of this the liability shall be limited to such damages as are reasonably foreseeable. M-Way shall not be liable for loss of income, loss of profit, indirect and consequential damages and claims of a third party except for claims arising out of any intellectual property rights of third parties. M-Way will be liable for loss of data and their recovery only if the loss would not have been avoidable by reasonable and appropriate data-protection-measures on your part.

The liability limitations also apply mutatis mutandis in favor of the employees and authorized parties of M-Way.

M-Way is also not liable for any damage caused by using Catoo not in accordance with its documentation as provided on [catoo.zendesk.com](http://catoo.zendesk.com) or to develop any other application other than an iPad app.

## § 8 Miscellaneous

This Agreement shall be interpreted and construed according to, and governed by, the laws of Germany. The federal or state courts shall have jurisdiction to hear any dispute under this Agreement. This agreement is based on German law and jurisdiction. This License Agreement and the Terms and Conditions of Catoo constitute the entire agreement between the parties with respect to the use of the Software licensed hereunder and supersede all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License Agreement will be binding unless in writing and signed by M-Way.

## § 9 Third Party Products

Acknowledgements, licensing terms and disclaimers for third party software or other copyrighted material utilized or included in Catoo are contained in the documentation for Catoo, and the use of such material is governed by their respective terms.

## § 10 Maintenance

1. The contractors also conclude a maintenance agreement on the provision of support. Excluded from this are components or customer-specific enhancements, which are covered by independent agreements.
2. The provision of support starts on the first day of purchase of Catoo.
3. The maintenance agreement is initially concluded until the end of the first full year (Catoo Diamond and Catoo Diamond Plus) or until the end of 90 days from purchase (Catoo Basic and Catoo Basic Plus), which follows contract signing (minimum term). The maintenance agreement includes delivery of all updates and upgrades to the licensed software. Catoo is entitled to cancel the agreement in writing and in compliance with a deadline of thirty (30) days, if the Client does use the software properly. In addition, Catoo Terms and Conditions for Licensing and Maintenance of Standard Software apply.
4. If the Client requires support from our side without a valid maintenance contract, we charge an analysis fee of 120 EUR per hour. This fee however does not include any updates or upgrades. If the problem cannot be fixed in the customer's release or the error has already been fixed in a more recent release, the customer is not entitled to correction of the errors in his release.

5. The maintenance contract can be subsequently bought or renewed at any time, but the Client has to buy an upgrade license at the same time, in case the maintenance contract expired more than three months ago. This upgrade license is priced at 50% of the regular license price, which is valid at the time of renewal.

## **§ 11 Payment**

1. Software Licensing

The reimbursement for Software Licensing amounts is the above sum. The payable amount is due to the offer and will be invoiced after conclusion of the contract and delivery.

2. In addition, Catoo Terms and Conditions for Licensing and Maintenance of Standard Software apply.
3. All amounts are given without VAT. The Client is responsible for paying the home country taxes.

## **§ 12 Delivery**

The purchased software and documentation will be delivered after contract signing.

## **§ 13 Use**

1. On the basis of this contract and the given reimbursement, the Client may use the delivered software only in the determined scope of use (see existing number of licenses according to offer). Use of the software beyond this scope is not permitted.
2. The Client is obliged to indicate every change of scope of use or payment in writing to Catoo.

## **§ 14 Contract Conditions**

In addition, Catoo Terms and Conditions for Licensing and Maintenance of Standard Software apply.

This contract includes all final agreements of the contract parties, concerning the subject matter. Additional agreements were not reached in any given written or oral form, or become void by this contract.

## **§ 15 Used 3<sup>rd</sup> Party libraries**

**JSONKit**

JSONKit.h JSONKit.h <http://github.com/johnezang/JSONKit> Dual licensed under either the terms of the BSD License, or alternatively under the terms of the Apache License, Version 2.0, as specified below. Copyright (c) 2011, John Engelhart All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met: \* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer. \* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution. \* Neither the name of the Zang Industries nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission. THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Copyright 2011 John Engelhart Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0> Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

### ASIHTTPRequest

\* Copyright (c) 2007-2011, All-Seeing Interactive \* All rights reserved. \* \* Redistribution and use in source and binary forms, with or without \* modification, are permitted provided that the following conditions are met: \* \* Redistributions of source code must retain the above copyright \* notice, this list of conditions and the following disclaimer. \* \* Redistributions in binary form must reproduce the above copyright \* notice, this list of conditions and the following disclaimer in the \* documentation and/or other materials provided with the distribution. \* \* Neither the name of the All-Seeing Interactive nor the \* names of its contributors may be used to endorse or promote products \* derived from this software without specific prior written permission. \* \* THIS SOFTWARE IS PROVIDED BY All-Seeing Interactive "AS IS" AND ANY \* EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED \* WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE \* DISCLAIMED. IN NO EVENT SHALL All-Seeing Interactive BE LIABLE FOR ANY \* DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES \* (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; \* LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND \* ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT \* (INCLUDING NEGLIGENCE

OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS \* SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. A different license may apply to other software included in this package, including GHUnit and Andrew Donoho's Reachability class. Please consult their respective headers for the terms of their individual licenses.