

Searchmetrics GmbH
Greifswalder Straße 212
DE 10405 Berlin

T +49.30.322 95 35-0
F +49.30.322 95 35-99
info@searchmetrics.com

AG Berlin-Charlottenburg
HRB 111340 B
USt-ID DE814841328

Geschäftsführer
Volker Smid

Commerzbank Stuttgart
BLZ 600 400 71
Konto 525 596 300

BIC COBADEFF600
IBAN DE47 6004 0071 0525 5963 00

www.searchmetrics.com

Domestic UK Payments:
Sort Code 406201
Account Number 30619830
IBAN GB09 COBA 4062 0130 6198 30
BIC COBADEFF a/c COBAGB2X
Favour of Searchmetrics GmbH

End User License Agreement for the Searchmetrics Shop

Version May 03, 2012

General

The terms and conditions of this End User License Agreement (EULA) govern the usage of the Searchmetrics Shop by individual end users (User) and the products (Software) sold by the shop. The terms of usage are established as of the software version valid at the time of purchase or contract date between Searchmetrics GmbH and User. These terms also will apply to future contracts or usage of Searchmetrics software in case no newer or other terms have been agreed expressly in writing. Searchmetrics will not accept deviating terms or conditions unless Searchmetrics GmbH has explicitly agreed to them in writing. In addition to this EULA Searchmetrics' general business terms and conditions (AGB) do apply.

Searchmetrics' offer and products are only for companies or professional end users and not for private or consumer end users.

All additional oral side agreements shall be documented at least in a persistent electronic form (e.g. email). Any changes of terms, including this confirmation clause, as well as binding or non-binding delivery dates have to be reconfirmed by Searchmetrics GmbH in writing.

If the offer from Searchmetrics to the User contains written terms or conditions which deviate from this EULA the individual terms and conditions in the offer will prevail..

§ 1 Description of Service

(1) Object of the service is the provision of a paid or free access to Searchmetrics' web-based Software under the current product description from <http://www.searchmetrics.com>.

(2) The functionality of the service is specified by the most recent release of the Software and its product description at <http://www.searchmetrics.com>.

(3) User intends to use the service to perform data analysis on websites operated by the User and/or websites operated by third parties.

§ 2 License Grant

(1) Searchmetrics has all necessary license rights, copyrights and other rights for its platform, the underlying database and Software. All rights for the Software, database, data and other elements of the platform exclusively belong to Searchmetrics.

(2) Searchmetrics grants to User the non-exclusive, non-distributable, time-limited right to display data from the Software platform on his displays exclusively through using the functionality of the user interface to the service as provided by Searchmetrics. User may export data using the export and reporting functions provided. User may not use automated queries with the platform like scripts. User may not change or delete any copyright marks in the platform.

(3) User may not (complete or in parts) use data from Searchmetrics to build a new database of any kind and/or to provide any commercial service or data processing service to third parties

(4) With submission of User queries to perform analysis User grants Searchmetrics the right to process and store these data for the term of this EULA to the extent necessary to provide the service to the User.

(5) User authorizes Searchmetrics to use User's name and/or company name for customer reference purposes on its Website and in marketing collateral.

§ 3 Obligations and Audit Rights of Searchmetrics

(1) Searchmetrics is obligated to provide User access data necessary to access the Searchmetrics Essentials platform on electronic storage media or via electronic transmission (delivery item) within 5 business days after receipt of a binding order. User is not authorized to disclose access data to third parties or make copies for third parties outside of this agreement.

(2) In case of a probable cause User is obligated upon request from Searchmetrics to provide all usage data (log file data) of his Internet access related to the access of the Software.

§ 4 Warranty and Liability

(1) User is obligated to verify access data promptly after receipt and to test the functionality of the service provided by the Software. User should promptly inform Searchmetrics about any substantial problems limiting User's ability to use the service for the purpose described in the product description.

(2) Unless specified in the following clauses Searchmetrics will be liable according to German law (Produkthaftungsgesetz).

Searchmetrics GmbH
Greifswalder Straße 212
DE 10405 Berlin

T +49.30.322 95 35-0
F +49.30.322 95 35-99
info@searchmetrics.com

AG Berlin-Charlottenburg
HRB 111340 B
USt-ID DE814841328

Geschäftsführer
Volker Smid

Commerzbank Stuttgart
BLZ 600 400 71
Konto 525 596 300

BIC COBADEFF600
IBAN DE47 6004 0071 0525 5963 00

www.searchmetrics.com

Domestic UK Payments:
Sort Code 406201
Account Number 30619830
IBAN GB09 COBA 4062 0130 6198 30
BIC COBADEFF a/c COBAGB2X
Favour of Searchmetrics GmbH

(3) For other than damages of life, body and health Searchmetrics is only liable if these damages have been caused with intent (Vorsatz) or after gross negligence of care (grobe Fahrlässigkeit) or violation of substantial contractual obligations (wesentliche Vertragspflicht). This applies specially to damages resulting from problems or inaccessibility of the websites of the User.

(4) Searchmetrics has no influence on the usage of the software service by its user community and on spontaneous changes of search engine behaviour. Therefore Searchmetrics will not be liable for temporary unavailability of the service, for longer response times, display of incomplete search engine data or display of erroneous search engine data.

(5) In case Searchmetrics violates a substantial contractual obligation Searchmetrics liability is limited to the typical damage that could have been expected/anticipated (vertragstypischer Schaden). This does not affect/limit the liability required by law. Searchmetrics will not be liable for damages from unrealized profits or other monetary damages of the User.

(6) The limitation of liability for Searchmetrics according to this paragraph also applies to the personal liability of Searchmetrics employees, representatives and contractors.

(7) Any warranty claims will expire after 24 (twenty-four) months, starting with the receipt of access data for the Software platform.

(8) All claims for damages, with exception of claims from criminal acts and legal product liabilities, will expire 1 (one) year after the end of the year in which the claim was found and assuming the User could have gained knowledge of the damages without neglecting his reasonable duties.

§ 5 Term and Termination

The contract applies in the form of a subscription

(1) for an indefinite period, at least for the first contract period after the conclusion of the contract. In general, the billing period is 30 days. As part of special offers a longer billing period is possible. The User selects the contract period and the billing period during the ordering process. The subscription automatically extends after the end of one contract period for another contract period, and may be terminated by giving one day to the end of a contract period.

(2) This does not affect the right to terminate the agreement for important reasons (Kündigung aus wichtigem Grund). An important reason is when the User has not paid due license fees according to §6 and is not fulfilling payment obligations despite proper notice in the notice period specified by Searchmetrics.

Searchmetrics GmbH
Greifswalder Straße 212
DE 10405 Berlin

T +49.30.322 95 35-0
F +49.30.322 95 35-99
info@searchmetrics.com

AG Berlin-Charlottenburg
HRB 111340 B
USt-ID DE814841328

Geschäftsführer
Volker Smid

Commerzbank Stuttgart
BLZ 600 400 71
Konto 525 596 300

BIC COBADEFF600
IBAN DE47 6004 0071 0525 5963 00

www.searchmetrics.com

Domestic UK Payments:
Sort Code 406201
Account Number 30619830
IBAN GB09 COBA 4062 0130 6198 30
BIC COBADEFF a/c COBAGB2X
Favour of Searchmetrics GmbH

§ 6 Fee, Invoice and Payment

(1) Fees and payment terms are determined in the offer provided by Searchmetrics to the User. The following terms only apply if the offer does not contain more specific payment terms.

(2) In case End User has ordered access to Essential services or add-ons to these services and has received his access data, the corresponding usage fee is due. A retroactive cancellation or return is excluded.

(3) All prices and fees mentioned do not include value added tax or sales tax, unless specified otherwise.

(4) If the User extends the contract by adding more modules or add-ons, a usage fee based on the remaining time of the current billing period is due at the time of the contract amendment. At the beginning of the next billing period the full usage fee for the additional option will be charged. This rule does not apply to the purchase of additional export credits. When ordering additional export credits the full usage fee is due at the time of the contract amendment.

(5) All fees are payable in advance and without any deductions.

(6) In case of late payments or other violation of obligations under this EULA by the User Searchmetrics is entitled to refuse to provide any additional services, especially the access to the Software platform and data. The User has to pay German lawful interest for the delay period according to §288 BGB. If the User has not paid within the notice period set by Searchmetrics, Searchmetrics is entitled to terminate the agreement. This does not affect the User's obligation to pay any license fees due and cumulated interest.

§ 7 Obligation to Return and/or Destroy Information

After termination of the agreement the User shall permanently delete all access data and copies hereof. The User also shall return to Searchmetrics all information or content in physical form which is belonging to Searchmetrics.

§ 8 Amendments to Terms and Conditions

(1) Searchmetrics announces changes to the terms and conditions in writing. If the customer has as part of the business relationship agreed with Searchmetrics an electronic communication (eg email), the changes can also be transmitted in this way. The precondition is that the type of communication allows the customer to save or to print the changes to the Terms and Conditions in legible form.

(2) The amendments shall be deemed approved if the customer does

Searchmetrics GmbH
Greifswalder Straße 212
DE 10405 Berlin

T +49.30.322 95 35-0
F +49.30.322 95 35-99
info@searchmetrics.com

AG Berlin-Charlottenburg
HRB 111340 B
USt-ID DE814841328

Geschäftsführer
Volker Smid

Commerzbank Stuttgart
BLZ 600 400 71
Konto 525 596 300

BIC COBADEFF600
IBAN DE47 6004 0071 0525 5963 00

www.searchmetrics.com

Domestic UK Payments:
Sort Code 406201
Account Number 30619830
IBAN GB09 COBA 4062 0130 6198 30
BIC COBADEFF a/c COBAGB2X
Favour of Searchmetrics GmbH

not object. Searchmetrics will separately indicate the announcement of changes of the Terms to customers. The customer must object within six weeks after receipt of the notice of change.

(3) The provisions of paragraphs 1 and 2 do not apply to changes in primary obligations. Primary obligations are those duties, which Searchmetrics is obliged to and receives payments for under the contract with the customer.

§ 9 General Clauses and Jurisdiction

(1) This EULA is subject to German jurisdiction only.

(2) Place of fulfillment for this agreement is Berlin, Germany. If both parties are commercial according to German commercial law (HGB) the parties agree that Berlin is the place of jurisdiction for all disputes from this agreement.