

## **SUBSCRIBER AGREEMENT FOR THE GETABSTRACT SERVICE**

of getAbstract AG (Ltd), Lucerne, Switzerland ("getAbstract")

By using any of the services provided by getAbstract Ltd, you are agreeing to be bound by this Subscriber Agreement, including all amendments made to date.

### **A Individual Subscription: "Gold Subscription"**

#### **1. The Service**

Subscribers of individual Gold Subscriptions ("Subscribers") receive the getAbstract-Service for a duration of 52 weeks (full-year subscription) or 26 weeks (half-year subscription). The getAbstract service consists of the following elements:

- a) getAbstract will set up and activate an individual account for each Subscriber. The interest profile can be changed at any time by the Subscriber.
- b) Each Subscriber will receive via e-mail one weekly summary according to his/her interest profile (Push-Service). The frequency of this service can be reduced upon the Subscriber's request.
- c) Subscribers are entitled to unlimited<sup>1</sup> access to the entire getAbstract database in all available languages (Pull-Service).
- d) Subscribers are entitled to access all available audio summaries.

#### **2. Duration of the individual Gold Subscription and Renewal**

The Gold Subscription can be purchased for either 52 weeks (full-year subscription) or 26 weeks (half-year subscription). The Gold Subscription will automatically be renewed for an additional term if not cancelled by letter, fax, e-mail to [stop@getAbstract.com](mailto:stop@getAbstract.com), or by clicking on a cancel link provided in an renewal e-mail four (4) weeks prior to expiration. If the Subscriber chooses not to cancel during that period, the subscription shall be renewed (and the Subscriber shall be bound by this Subscriber Agreement) for an additional term.

#### **3. Payment and Money-Back Guarantee**

Payment for the individual Gold Subscription is by credit card worldwide (either through an online transaction on the getAbstract Web site or via fax payment form). Payment by invoice is possible in Switzerland and Germany only. getAbstract will refund the entire fee if the customer cancels within 30 days in writing (either by letter, fax or e-mail to [stop@getAbstract.com](mailto:stop@getAbstract.com)) AND has not downloaded more than seven (7) summaries.

### **B Individual Subscription: "Silver Subscription"**

#### **1. The Service**

Subscribers of individual Silver Subscriptions ("Subscribers") receive the getAbstract service for a duration of 52 weeks. The getAbstract service consists of the following elements:

- a) getAbstract will set up and activate an individual account for each Subscriber. The interest profile can be changed at any time by the Subscriber.
- b) Each Subscriber will receive access to four (4) summaries of his/her choice over the course of the subscription period. The Subscriber will also receive one summary biweekly during the subsequent 52 weeks via e-mail (Push-Service). Summaries will be selected according to his/her interest profile.

#### **2. Duration of the Silver Subscription and Renewal**

The individual Silver Subscription is purchased for 52 weeks. The Silver Subscription will automatically be renewed for an additional term if not cancelled by letter, fax, e-mail to [stop@getAbstract.com](mailto:stop@getAbstract.com), or by clicking on a cancel link provided in a renewal e-mail four (4) weeks prior to expiration. If the Subscriber chooses not to cancel during that period, the subscription shall be renewed (and the Subscriber shall be bound by this Subscriber Agreement) for an additional term.

#### **3. Payment and Money-Back Guarantee**

Payment for the individual Silver Subscription is by credit card worldwide (either through an online transaction on the getAbstract Web site or via fax payment form). Payment by invoice is possible in Switzerland and Germany only. getAbstract will refund the entire fee if the customer cancels within 30 days in writing (either by regular mail, fax or e-mail to [stop@getAbstract.com](mailto:stop@getAbstract.com)) AND has not downloaded more than two (2) summaries.

### **C Individual Subscription: "Student Pass"**

#### **1. The Service**

Subscribers of Student Pass ("Subscribers") receive the getAbstract-Service for a duration of 26 weeks. The getAbstract service consists of the following elements:

- a) getAbstract will set up and activate an individual account for each Subscriber. The interest profile can be changed at any time by the Subscriber.
- b) Each Subscriber will receive via e-mail one weekly summary according to his/her interest profile (Push-Service). The frequency of this service can be reduced upon the Subscriber's request.
- c) Subscribers are entitled to unlimited access to the entire getAbstract database in all available languages (Pull-Service).
- d) Subscribers are entitled to access all available audio summaries.

#### **2. Duration of the individual Student Pass and Renewal**

The "Student Pass" is purchased for 26 weeks. The Student Pass will automatically be renewed for an additional term if not cancelled by letter, fax, e-mail to [stop@getAbstract.com](mailto:stop@getAbstract.com), or by clicking on a cancel link provided in an renewal e-mail four (4) weeks prior to expiration. If the Subscriber chooses not to cancel during that period, the subscription shall be renewed (and the Subscriber shall be bound by this Subscriber Agreement) for an additional term.

---

<sup>1</sup> The number of downloads are unlimited for online viewing, or viewing within Apps on Smart phones. You can save a maximum of 100 summaries on your personal computer within the last 30 days. During the last 30 day of the subscription, a maximum of 20 downloads per day are allowed.

### 3. Eligibility

The Student Pass is only available for currently enrolled students. Subscribers must supply a copy of a valid student ID within 7 days of the date of order to receive the special Student Rate. Upon renewal of the account, subscribers must again supply a copy of a current student ID in order to continue to be billed at the special Student Rate.

### 4. Payment and Money-Back Guarantee

Payment for the individual Student Pass is by credit card worldwide (either through an online transaction on the getAbstract Web site or via fax payment form). Payment by invoice is not possible. getAbstract will refund the entire fee if the customer cancels within 30 days in writing (either by letter, fax or e-mail to [stop@getAbstract.com](mailto:stop@getAbstract.com)) AND has not downloaded more than seven (7) summaries.

## D Gift Subscriptions

### 1. The Service

Any of the above mentioned subscription types may be offered as a gift subscription.

### 2. Duration of the Gift Subscription and Renewal

The duration of a Gift subscription is indicated on the Web site at the time of purchase. This duration will be one year if not otherwise mentioned. The Gift Subscription will not be renewed automatically – neither for the gift giver, nor for the recipient. It will terminate after the initial period.

### 3. Payment and Money-Back Guarantee

Payment for the Gift Subscriptions is by credit card (through an online transaction on the getAbstract Web site). Payment by invoice is not possible. Gift subscriptions cannot be cancelled and the Money-Back Guarantee does not apply. Gift subscriptions are not redeemable or refundable for cash, and cannot be combined with any other special or free offers. Gift subscriptions and their use are subject to the getAbstract terms of use. The 50% discount offer (for the second and subsequent Gift Subscriptions) applies to subscriptions of equal or lesser value (i.e. you cannot choose a Silver Subscription as your first Gift Subscription and get a 50% discount on the more expensive Gold Subscription).

## E Individual Subscription: “Gold Monthly Subscription”

### 1. The Service

Subscribers of individual Gold Monthly Subscriptions (“Subscribers”) receive access to getAbstract’s service for a period of one month. The getAbstract service consists of the following elements:

- a) getAbstract will set up and activate an individual account for each Subscriber. His/her personal interest profile can be changed at any time by the Subscriber.
- b) Each Subscriber is entitled to download 15 summaries of his/her choice during the one month subscription period. Additionally, he/she will receive one summary via e-mail each week over the course of the Gold Monthly Subscription (Push-Service). Summaries will be selected according to the Subscriber’s interest profile.

### 2. Duration of the Gold Monthly Subscription and Renewal

The individual Gold Monthly Subscription is valid for one month. The Gold Monthly Subscription will automatically be renewed every month if not cancelled by letter, fax, or e-mail to [stop@getAbstract.com](mailto:stop@getAbstract.com). If the Subscriber does not cancel during that period, the subscription will be renewed (and the Subscriber shall be bound by this Subscriber Agreement) for each additional term.

### 3. Payment and Money-Back Guarantee

Payment for the individual Gold Monthly Subscription is by credit card worldwide (either through an online transaction on the getAbstract Web site or via fax payment form). Payment by invoice is possible in Switzerland and Germany only. getAbstract will refund the entire fee if the Subscriber cancels within 30 days in writing (either by regular mail, fax or e-mail to [stop@getAbstract.com](mailto:stop@getAbstract.com)) AND has not downloaded more than seven (7) summaries since the date of the renewal.

## F Seat-Based Service

### 1. The Service

The getAbstract seat-based service provides client employees access to the online library of business book summaries hosted by getAbstract. The client agrees to limit the use of the getAbstract service to the number of employees specified in this agreement. Each client employee that is authorized as a user of the getAbstract service will be uniquely identified by his/her designated company e-mail address. Authorized users will be provided access to the getAbstract service for the term of the subscription period. The getAbstract service includes the following:

- a) getAbstract will set up and activate a subscription for the total number of authorized users licensed by the client.
- b) Each authorized user will have unlimited access to all of the business book summaries available in the portion of the getAbstract library specified in this agreement (Pull Service).
- c) Each authorized user will receive via e-mail one weekly summary according to his/her interest profile (Push-Service). The frequency of this service can be reduced upon the user’s request.
- d) The client will be provided access to online usage tracking reports upon request.

### 2. Protection from Unauthorized Access and Use

Both getAbstract and the client shall use reasonable efforts to:

- a) Ensure that access to and use of the getAbstract service is limited to authorized users.
- b) Ensure that any passwords used to access the service are issued only to authorized users.
- c) Upon becoming aware of any unauthorized use of the service, immediately inform the other party and take appropriate steps to ensure that such activity ceases and to prevent any recurrence.

### **3. Duration of the Seat-Based Service and Renewal**

The term of the Seat-Based Service is fixed in the contract or invoice. Renewal is automatic for a subsequent term of the same length if written cancellation has not been received by getAbstract at least sixty (60) days prior to the end of each term. In the event that more users have registered to the account than the amount of licenses purchased, the additional licenses will also be invoiced upon renewal of the subscription.

### **4. Payment**

Payment is due in full net ten (10) days from the date of invoice. With multi-year contracts, getAbstract will invoice the client for each year committed annually based on the contract anniversary date. For multi-year contracts and renewals, getAbstract reserves the right to adjust the license fee by the official inflation index (Euroland).

## **G Enterprise Solution**

### **1. The Service**

The Enterprise Solution authorizes all designated employees ("Employee"), based upon the total numbers of employees, of the corporate client ("Client") to receive the getAbstract service for the period of the Subscriber Agreement or for the period as specified on the invoice. The getAbstract service consists of the following elements:

- a) getAbstract will set up and activate an ASP Solution for the Client. The ASP Solution will be hosted and maintained on getAbstract's servers.
- b) Each Employee will get unlimited access to the portion of the Abstract Database specified in the Subscriber Agreement or invoice, in the languages specified in the Subscriber Agreement or invoice, by using the link provided on the Client's intranet (Pull Service).
- c) Optionally each Employee will be able to subscribe to the individual weekly summary service. Each Employee will then receive via e-mail one weekly summary according to his/her interest profile (Push-Service). The frequency of this service can be changed upon the Employee's request.
- d) The Client will get access to an online usage tracking tool upon request.

### **2. Protection from Unauthorized Access and Use**

Both getAbstract and the client shall use reasonable efforts to:

- a) Ensure that access to and use of the getAbstract service is limited to authorized users.
- b) Ensure that any passwords used to access the service are issued only to authorized users.
- c) Upon becoming aware of any unauthorized use of the service, immediately inform the other party and take appropriate steps to ensure that such activity ceases and to prevent any recurrence.

### **3. Duration of Enterprise Solution and Renewal**

The term of the Enterprise Solution is fixed in the contract or invoice. Renewal is automatic for a subsequent term of the same length if written cancellation has not been received by getAbstract at least sixty (60) days prior to the end of each term.

### **4. Payment**

Payment is due ten (10) days after activation of the getAbstract Service. In the case of a multi-year contract or renewal, payment is due each year in advance within ten (10) days after twelve (12) months of Service. For multi-year contracts and renewals, getAbstract reserves the right to adjust the license fee by the official inflation index (Euroland). Other fees as agreed by the parties will be submitted by separate invoice.

## **H General Terms**

### **1. Frequent Flyer Miles**

Some programs offer frequent flyer miles with the purchase of a getAbstract subscription. These frequent flyer miles will not be credited if the getAbstract subscription is cancelled or is not paid – either within or outside the cancellation period. If the frequent flyer miles have already been credited, and the customer cancels the subscription or fails to pay for the subscription, we will transfer those frequent flyer miles back from the customer to getAbstract.

### **2. Copyright and Limitations of Use**

The content available through the getAbstract-Service, including the summaries and the associated metadata, is the property of getAbstract or its licensors and its subsidiaries, and is protected by national and international copyright and other intellectual property laws. All rights reserved. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the content received through getAbstract to anyone, including but not limited to others in the same company or organization, without the express prior written consent of getAbstract. The summaries may only be used and stored by the Subscribers (A, B, C, D and E) or by the clients' designated employees (F and G). No summary or any part thereof may be reproduced, sold, rented, published, licensed or transmitted in any form or by any means, electronic, photocopying, or otherwise, without prior written permission of getAbstract.

In all cases, getAbstract sells a personal, nontransferable license to either Subscribers (A, B, C, D and E) or to the clients' designated employees (F and G). These licenses are strictly nontransferable. Only one individual may access the getAbstract database at the same time using the same user name or password, unless agreed otherwise by getAbstract. Sub-licensing of the getAbstract content or parts thereof is prohibited. getAbstract reserves the right to delete summaries from and add summaries to its database without notice.

### **3. Disclaimer and Warranties and Liability**

DUE TO THE NUMBER OF SOURCES FROM WHICH CONTENT IN GETABSTRACT IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH CONTENT. GETABSTRACT AND ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT AVAILABLE THROUGH GETABSTRACT. NEITHER GETAB-

STRACT NOR ANY OF ITS AFFILIATES, AGENTS OR LICENSORS SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY FROM USE OF THE GETABSTRACT CONTENT. IN NO EVENT WILL GETABSTRACT, ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH CONTENT. GETABSTRACT AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE RESPONSIBLE FOR ALL STATEMENTS MADE AND ACTS OR OMISSIONS THAT OCCUR WHILE YOUR PASSWORD IS BEING USED.

#### **4. Final Terms**

This Agreement is personal to you, and you may not assign your rights or obligations to anyone. No waiver, alteration, modification of any of the provisions hereof shall be binding unless in writing and signed by duly authorized representatives of the parties. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

By completing the registration process or by using the getAbstract service, you are indicating that you agree to be bound by all of the terms in this Subscriber Agreement. You may print and keep a copy of this Agreement. getAbstract may change the terms in this Subscriber Agreement without notice. The new terms will go into effect four (4) weeks after being posted on the getAbstract site. For subscribers of any getAbstract product, the initial terms of the Subscriber Agreement will serve until the end of the first duration of their subscription. If you do not agree to be bound by the changes, you should not use getAbstract again and you should cancel your getAbstract subscription.

This Agreement, your rights and obligations, and all actions contemplated by this Agreement shall be governed by the laws of Switzerland, as if the Agreement was a contract wholly entered into and wholly performed in Switzerland. Any dispute hereunder shall be exclusively heard in the court of competent jurisdiction of the city of Lucerne, Switzerland.

(October 26, 2011 / getAbstract AG (Ltd))