

## TERMS OF SHOWELL

These Terms are entered into and made effective by and between the Showell entity set forth in the Order Form (“**Showell**”), and the Client listed in the Order Form.

**IN CONSIDERATION** of the mutual promises, covenants and conditions set forth herein, the parties agree to be bound by the following Terms:

### 1. Definitions.

- 1.1. “**Aggregate Data**” means data that may include Client Data but does not identify Client.
- 1.2. “**Client Data**” means any electronic data and content that is provided by Client or third party providers of data to Showell in the course of Client using the Service.
- 1.3. “**Data Protection Laws**” mean federal, state, national, and European Union legislation concerning the protection of personal information including, without limitation, the European Union General Data Protection Regulation (EU 2016/679) and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.
- 1.4. “**Documentation**” means standard user documentation for the Service that is made generally available by Showell to the users of the Service and which is displayed by Showell online on its customer zone, as updated from time-to-time.
- 1.5. “**Information Security Policy**” means the Showell Information Security Policy that is available at LINK A (see the links at the end), and as updated from time-to-time.
- 1.6. “**Order Form**” means Showell Order Form #1, and any subsequent Showell order form that is entered into by both parties for software systems and cloud services to be provided hereunder. Unless the parties agree otherwise in writing, any subsequent order form shall be in substantially the same form as Showell Order Form #1.
- 1.7. “**Service**” means those products that are provided by Showell on a software-as-a-service (SaaS) basis and that are identified in the Order Form. All references to the Service in this Agreement: (i) include the Documentation and the products, services, features, content and information made available or provided by Showell in connection with Client’s use of the Service, and (ii) do not include Client Data.
- 1.8. “**Support Services Policy**” means the Showell Support Services Policy for the Service that is available at LINK B (see the links at the end), and as updated from time-to-time.
- 1.9. “**Subscription Term**” means: (i) the Initial Subscription Term and each Renewal Subscription Term, and (ii) any subscription periods for other or additional subscriptions, each as defined and/or set forth in an Order Form or valid purchase order that is accepted by Showell.
- 1.10. “**User(s)**” means an individual, or other named resource listed in the Service database, that is authorized by Client to use the Service on behalf of Client in accordance with this Agreement. A User may be an employee or contractor of Client. The applicable User categories for the Service are set forth in the Documentation.

2. **Right to Use.** Subject to the terms and conditions of this Agreement, including without limitation payment of the applicable subscription fees, Showell grants to Client, and Client accepts, a limited, nonexclusive, non-transferable right to access and use the Service, solely: (i) in accordance with the Agreement, these Terms, and the Documentation, (ii) for Client’s internal business purposes, (iii) during the applicable Subscription Term, (iv) within the Territory set forth in the Order Form, and (v) the usage levels specified in the Documentation.
3. **Users.** Client shall only permit its Users to access and use the Service on Client’s behalf and in accordance with these Terms. Client shall remain responsible and liable to Showell for any act or omission of a User that would constitute a breach of these Terms if such act or omission were by Client.
4. **Acceptable Use.** Except to the extent expressly permitted herein or authorized by Showell in writing, Client shall not and shall not permit others to: (i) use the Service in a timeshare arrangement or a service bureau offering; (ii) copy or modify the Service, and/or create derivative works based upon the Service; (iii) use the Service to develop a competing service or product; (iv) violate or abuse password protections governing Service access; (v) circumvent, disable or otherwise interfere with security-related features of the Service or features that enforce limitations on access to and use of the Service; (vi) allow any third party to access and use the Service (except for Client’s Users); (vii) interfere with the Service or take any action that imposes or may impose, at Showell’s sole discretion, a disproportionately large load on the Showell infrastructure; (ix) remove, deface, obscure or alter Showell’s, or a third party’s, copyright notices, trademarks or other proprietary rights affixed to or provided as part of the Service, or use or display logos of the Service differing from those of Showell; (x) upload or transmit any Client Data to or via the Service unless Client has obtained all of the necessary rights and consents, including from data subjects, to do so; (xi) use the communications systems provided by the Service to send unauthorized commercial communications or messages that are unlawful, inappropriate or in violation of a third party’s intellectual property rights; and/or (xii) otherwise use the Service in an unlawful manner or in breach of these Terms.
5. **Client Account.** Client is solely responsible for: (i) the confidentiality and use of names and passwords under Client’s account, and (ii) the activity that occurs under Client’s account. Showell will deem any use of the Service under Client’s account names and passwords to be for Client’s sole benefit and use. Client must immediately notify Showell in writing if Client becomes aware that account

names or passwords are lost, stolen, or being used in an unauthorized manner.

6. **Minimum Requirements.** Client is responsible, at its cost, to meet the minimum system requirements for use of the Service that are provided or made available by Showell, including to obtain access to the Internet using software and hardware that meets Showell's security and performance requirements.
7. **Client data.**
  - 7.1. **Client Data Ownership.** Client (and its customers) retains exclusive ownership of the Client Data.
  - 7.2. **License.** Client grants Showell a non-exclusive license to use, process, store, display, reproduce, and aggregate Client Data. Client is solely responsible for the content of Client Data and represents and warrants that it owns or has obtained the rights to all of the intellectual property rights subsisting in the Client Data, and Client has the right to provide Showell the license granted herein to use such Client Data in accordance with these Terms. Client agrees that it will not include in Client Data any data, including personal information, which is subject to the rights of any third parties without first obtaining all required authorizations and rights in writing from such third parties. Client agrees that Showell may use Aggregate Data for any purpose and disclose Aggregate Data to third parties.
  - 7.3. **No Liability.** Client acknowledges and agrees that Showell shall have no liability whatsoever, regardless of the legal theory or basis of liability, for Client Data or any Service results or outcomes based on, arising out of, or relating to Client Data
8. **Security.** Showell maintains appropriate technical, administrative and organizational measures and controls to keep the Client Data secure and protect it against unauthorized access or disclosure. Showell will comply at all times with the Information Security Policy, available at LINK A (see the links at the end) in its collection, use and storage of any Client Data.
9. **Privacy.** Each Party shall comply with applicable Data Protection Laws when processing any personal information under the Agreement. When Showell acts as the processor within the meaning of Data Protection Laws and processes personal information on behalf of Client which acts as the controller of personal data, the Data Protection Addendum, available at LINK C (see the links at the end) shall apply.
10. **Service Ownership.** All right, title and interest in and to the Service and Showell's Confidential Information, and any modifications, enhancements and improvements thereto, including all intellectual property and proprietary rights therein, are and at all times shall remain the sole and exclusive property of Showell and its licensors, and shall be subject to the terms and conditions of these Terms. These Terms do not convey any rights of ownership. No rights are granted hereunder other than as expressly set forth herein. "Showell" and the Showell logo are trademarks of Showell or its affiliates.
11. **Client Feedback.** If Client provides any suggestions, ideas, enhancement requests or feedback to Showell regarding the Service, Client grants Showell (and its affiliates) a worldwide, perpetual, irrevocable and royalty-free license to use and incorporate the same in any Showell product or service.
12. **Subscription Fees.**
  - 12.1. **Pricing.** The subscription fees for the Service are set forth in the Order Form (or valid purchase order that is accepted by Showell) and are based on: (i) the quantities set forth in the Order Form (and/or valid purchase order), and (ii) the Service ordered and not on actual usage.
  - 12.2. **Payment Terms.** Subscription fees are due and payable in advance of each Subscription Term and in accordance with the payment schedule set forth in the Order Form. All Subscription Terms are non-cancelable once commenced or renewed, and fees paid are non-refundable. The subscription fees invoicing period is twelve (12) months in advance. Invoice processing fee 9,5 EUROS (€) or US Dollars (\$) or GDP (£) per invoice may be added.
  - 12.3. **Pricing Validity.** Unless otherwise agreed in writing by the parties, pricing validity period is until 12 months after the Effective Date. After the pricing validity period expires, subscription fees may be increased by up to 5% each year.
  - 12.4. **Late Payments.** All Showell invoices are due within fourteen (14) days of the invoice date. Any amount not paid when required to be paid hereunder shall bear interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is higher, from the date due until paid. Subject to Showell providing Client with a written reminder about an overdue payment and at least thirty (30) days to pay the overdue amount, Showell may suspend access to and use of the Service until any overdue amount is paid in full.
  - 12.5. **Taxes.** The subscription fees set forth in the Order Form (or valid purchase order) are the net amounts due to Showell for the Service, and are exclusive of applicable taxes (including, without limitation, any stamp and customs taxes and any value-added, goods and services, sales, or like taxes), withholdings or duties ("**Taxes**"). Client shall be responsible for the payment of all Taxes with respect to its subscription to and use of the Service, other than taxes based on Showell's net income. If a taxing authority determines that Showell did not collect all applicable taxes, Client shall remain liable to Showell for such additional taxes, but not any interest or penalty assessed as the result of Showell's failure to timely collect such additional taxes.
13. **Monitoring.** Showell may, at its expense, monitor Client's compliance with these Terms. If it is discovered that Client has underpaid applicable subscription fees to Showell, Showell may immediately invoice Client for such underpaid fees.
14. **Support Services.** Showell will provide Client the support services for the Service that are set forth in the Support Services Policy available at LINK B (see the links at the end).
15. **Service Updates.** The subscription fees include updates from time to time in and to the products included in the Services and subscribed to in the Order Form. Client acknowledges and agrees that certain new features and improvements introduced in connection with such updates are not included in the subscription fees and may be subject to separate fees agreed to in writing by and between Showell and Client and any Client-specific modifications to the products included in the Services are priced separately.
16. **Warranties and Disclaimers.**
  - 16.1. **Authority.** Each party warrants that it has full corporate power and has obtained the required

authority and consents to enter into and perform its obligations under the Agreement.

- 16.2. **Service Warranty.** Showell warrants that the Service will meet the terms of the Support Services Policy during the Subscription Term. Client's sole remedy for a breach of this warranty is set forth in the Support Services Policy.
- 16.3. **Emergency Communications.** Any text messaging, or other communication tools, included within the Service must not be relied upon as a communication channel in a life-threatening or emergency event.
- 16.4. **High Risk Activities.** The Service is not designed or intended for use in high risk activities or hazardous environments that require fail-safe performance where failure of the Service could lead to death, personal injury, or environmental or property damage. Showell specifically disclaims any express or implicit warranty of the Service's suitability for these types of activities.
- 16.5. **Third Party Data Sources.** Showell is not responsible for the accuracy of, or liable for the inaccuracy of, any third party sources of data utilized in connection with the Service.
- 16.6. **No Other Warranties.** Showell disclaims any warranty that the Service will operate uninterrupted, error-free or completely secure. Client acknowledges that there are certain risks inherent in Internet connectivity that could result in the loss of privacy, Confidential Information and data. Showell will not be responsible for: (i) any technical problems of the Internet (such as slow Internet or outages), and/or (ii) any issue attributable to Client's hardware or software or Client's Internet or data service provider. **Except as expressly stated herein: (a) the Service is provided "as-is" and without warranty of any kind whether express, implied, statutory or otherwise, and (b) Showell disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by applicable law.**

## 17. Indemnification.

- 17.1. **By Showell.** Showell shall defend and indemnify Client from any costs and damages awarded against Client by a court of competent jurisdiction, or paid in settlement, in connection with a third party claim, suit or proceeding that Client's use of the Service in accordance with these Terms infringes the third party's intellectual property rights. Showell's obligations under this section do not apply: (i) to any third party open source software that may be included in the Service, and (ii) if the alleged infringement is based on the Client Data or third party data or any use of the Service except as authorized by Showell in writing or as provided herein. Without derogating from the foregoing defense and indemnification obligation, if Showell believes that the Service, or any part thereof, may infringe a third party's intellectual property rights, then Showell may in its sole discretion: (i) obtain (at no additional cost to Client) the right to continue to use the Service, or (ii) replace or modify the allegedly infringing part of the Service so that it becomes non-infringing while giving substantially equivalent performance. If Showell determines that the foregoing remedies are not available on reasonable economic terms, Showell may require that use of the Service (or part thereof) cease and, in such an event, Client shall receive a prorated refund of applicable subscription fees paid for the unused portion of the remainder of the Subscription Term for the Service (or part thereof) that is terminated. **This section states Showell's**

**entire liability and Client's sole remedy for any infringement of any intellectual property rights with respect to the Service.**

- 17.2. **By Client.** Client shall defend and indemnify Showell from any damages awarded against Showell by a court of competent jurisdiction, or paid in settlement, in connection with a third party claim, suit or proceeding that (i) Client's use of the Service in violation of the Agreement; or (ii) Showell's use of Client Data, as permitted under the Agreement, infringes or violates the third party's intellectual property or other rights.
- 17.3. **General.** The defense and indemnification obligations of a party under this section are subject to: (i) the indemnifying party being given prompt written notice of the claim; (ii) the indemnifying party being given immediate and complete control over the defense (and settlement) of the claim; and (iii) the indemnified party providing cooperation and assistance, at the indemnifying party's expense, in the defense or settlement of the claim and not taking any action that prejudices the indemnifying party's defense of, or response to, the claim.

## 18. Limitation of Liability.

- 18.1. **Limitation.** **The aggregate liability of each party (and its affiliates and third party licensors) arising under or in connection with the Agreement (whether an action is under statute, in contract or in tort and regardless of the theory of liability), is limited to direct losses and damages, and shall not under any circumstances exceed the total amounts received by Showell from Client for the specific Service giving rise to such liability during the twelve (12) month period preceding the date on which the claim arose, or \$5,000, whichever is lower. In order to be valid and enforceable, all claims for damages must be made within one (1) month from the date that Client became aware, or reasonably ought to have become aware, of damages arising out of the Agreement.**
- 18.2. **Exclusion.** In no event will either party (and its affiliates and third party licensors) be liable for any indirect, consequential, special, incidental, punitive or exemplary damages, or for any damages for lost revenues and profits, business interruption, or loss of goodwill or use of the Service, whether arising under or in connection with the Agreement (whether an action is under statute, in contract or in tort and regardless of the theory of liability) even if the party knew that such damages were possible.
- 18.3. **Exceptions to limitations.** The limits and exclusions of liability in this section 18 (*Limitation of Liability*) apply to the fullest extent permitted by applicable law, but do not apply to: (i) Client's payment obligations under the Agreement, (ii) any liability for death or personal injury caused by a party's negligence, (iii) fraud or fraudulent misrepresentation, or (iv) a breach of section 4 (*Acceptable Use*) and/or section 9 (*Service Ownership*).

19. **Confidentiality.** Each party acknowledges that during the term of the Agreement it ("**Receiving Party**") may be entrusted with certain confidential information of the other party ("**Disclosing Party**") that should reasonably have been understood by Receiving Party due to legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to Disclosing Party ("**Confidential Information**"). Receiving Party shall: (i) not use any Confidential Information for any purpose except to exercise its rights and obligations under

the Agreement; (ii) protect all Confidential Information using the same degree of care which it uses with respect to its own confidential information, but in no event less than reasonable care; and (iii) not, without Disclosing Party's prior written consent, disclose the Confidential Information to any third party except to its employees, contractors and agents ("**Permitted Recipients**") who have a need to know in order to enable Receiving Party to perform its rights and obligations under the Agreement, provided that each Permitted Recipient is first bound by a written obligation of confidentiality that is at least as demanding as the confidentiality and non-disclosure obligations imposed on Receiving Party under the Agreement, and further provided that Receiving Party shall be liable to Disclosing Party for any breach of confidentiality or non-disclosure by a Permitted Recipient. Receiving Party shall promptly notify Disclosing Party of any actual or threatened unauthorized disclosure or use of Confidential Information. If any Confidential Information must be disclosed to any third party by reason of legal, accounting or regulatory requirements beyond the reasonable control of Receiving Party, Receiving Party shall (to the extent permitted by applicable law) promptly notify Disclosing Party of the order or request and permit Disclosing Party (at its own expense) to seek an appropriate protective order. Confidential Information does not include information that: (i) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (ii) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (iii) has come into the possession of Receiving Party rightfully from a third party without any breach of obligation of confidentiality owed to Disclosing Party; and/or (iv) was developed by Receiving Party independently of and without reference to Confidential Information.

**20. Term.** The Agreement, and the right to access and use the Service, commences and shall become effective on the Effective Date and shall remain in effect until each Subscription Term has expired or been terminated. Unless otherwise agreed in writing by the parties, the Subscription Term is at least twelve (12) months at a time. Initial Subscription Term commences and shall become effective on the Effective Date. The Effective Date is the date when the Service is made available for the first time to the Client to access and use. After the Subscription Term expires, each Renewal Subscription Term automatically commences on the Effective Date anniversary, unless one party gives the other party a written notice of non-renewal at least ninety (90) days before the end of the relevant Renewal Subscription Term. If Client continues to use the Service past any renewal date, then Client shall be deemed to have renewed the Agreement at the rates applicable for the new Subscription Term.

**21. Termination.** Notwithstanding any other provision herein to the contrary, either party may terminate the Agreement with immediate effect if (i) the other party materially breaches the Agreement and such breach remains uncured (to the extent that the breach can be cured) thirty (30) days after having received written notice thereof; (ii) the filing by either party of any bankruptcy or insolvency proceedings under applicable law; or (iii) either party becoming subject to any bankruptcy or insolvency proceedings under applicable law, which are filed against it and remain undismissed for sixty (60) days after they are first filed; or (iv) either party becoming insolvent; or (v) either party becoming subject to direct control by a trustee, receiver or similar authority.

**22. Consequences of Termination.**

22.1. Upon the actual termination of the Agreement: (i) all subscriptions shall be deemed to automatically terminate, and Client shall immediately stop to access

and use the Service; (ii) Client shall promptly return to Showell all Confidential Information provided by Showell in Client's possession or control; and (iii) Showell will (a) upon a written request that is received within thirty (30) days of the actual termination of this Agreement make available to Client a full export of Client Data in a standard format (e.g., SQL), and (b) following that thirty (30) day period, delete all Client Data that is in Showell's possession or control (a portion of the Client Data may be retained but solely to the extent required for billing and audit purposes). Showell does not accept any liability for any Client Data that is deleted in accordance with this section.

22.2. This section and sections 4 (*Acceptable Use*), 7.1 (*Client Data Ownership*), 10 (*Service Ownership*), 12 (*Subscription Fees*, to the extent due amounts remain unpaid), 17 (*Indemnification*), 18 (*Limitation of Liability*), 19 (*Confidentiality*), 25 (*Showell Privacy Policy*), 27 (*Anonymous Information*), 28 (*Notices*), 29 (*Assignment*) and 30 (*General*) hereof shall survive any termination of the Agreement.

**23. Changes.** Showell may make changes to the Service from time-to-time. Showell will provide reasonable written notice to Client before removing any material feature or functionality of the Service, or discontinuing the Service. If Showell discontinues the Service, or any material part thereof, Client may within thirty (30) days' of its receipt of Showell's notice thereof elect to terminate its subscription to that Service and, in such an event, Showell will (as its sole liability) provide Client with a pro rata refund of the pre-paid subscription fee for the unused remainder of the Subscription Term for the discontinued Service or part thereof.

**24. Sandboxes and Development Environments.** Client acknowledges that sandboxes and development environments, if any, are for non-production testing purposes only. Notwithstanding any other provision herein to the contrary: (i) the Support Services Policy does not apply to any sandbox environment, and (ii) section 18 (*Confidentiality*) above, the Support Services Policy and the Information Security Policy do not apply to development environments. Showell recommends that Client mask any data that it chooses to store in a development environment.

**25. Showell Privacy Policy.** Showell shall use any personal information that it collects or obtains while providing the Service in accordance with the Showell Privacy Policy.

**26. Promotional Activities.** Showell may use Client's name and logo on its website and in its promotional materials to state that Client is a customer of Showell and Service user, but will not imply that the parties are affiliated. Client agrees to serve as a reference customer of Showell and shall cooperate with Showell's reasonable marketing and referencing requests.

**27. Anonymous Information.** Showell is permitted to use Anonymous Information (defined below) or disclose it to third party service providers, to provide, improve and develop its cloud service and other offerings, including to analyze trends, gather demographic information and identify products and services that may be desirable to customers. "**Anonymous Information**" means information which does not enable identification of an individual User, such as aggregated information, about use of the Service.

**28. Notices.** Any notice that is required to be given hereunder shall be: (i) in writing and delivered by email or in writing and delivered by courier service or mailed by pre-paid registered mail addressed to the parties' respective email or mailing addresses, and (ii) deemed to have been received by the addressee at the time and date when actually delivered or in

any event within five (5) days after sending in the manner provided herein.

**29. Assignment.** Neither party may assign the Agreement, or its rights and obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign or otherwise transfer the Agreement and its rights and obligations hereunder to (i) its subsidiary or parent; or (ii) or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets. The assigning party shall give prompt written notice of the assignment to the other party. The Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in violation of this section shall be void.

**30. General.**

- 30.1. **Independent Contractors.** The parties are acting solely as independent contractors, and neither party is an agent or partner of the other.
- 30.2. **Waiver.** No failure or delay in exercising any right hereunder by either party shall operate as a waiver thereof, nor will any partial exercise of any right hereunder preclude further exercise. A waiver shall only be deemed to have been made if expressed in writing by the party granting such waiver.
- 30.3. **Interpretation and Severability.** The headings used herein are for convenience only and shall in no case be considered in construing the Agreement. If any provision of the Agreement shall be held by a court of law of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be reformed, construed and enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.
- 30.4. **Force Majeure.** Except for any payment obligations hereunder, neither party shall be liable for any failure to perform due to causes beyond its reasonable control provided that such party takes all reasonable steps to minimize the extent and duration of any such failure in performance.
- 30.5. **Governing Law.** This Agreement will be governed by, interpreted, and construed in accordance with the substantive laws of the jurisdiction set forth in the

Order Form, without regard to its conflict of laws principles.

- 30.6. **Dispute Resolution.** If any dispute arises out of the Agreement, the parties agree to first cooperate and negotiate in good faith in an effort to amicably resolve the dispute. Without limiting the right of either party to seek injunctive relief in any court of competent jurisdiction to protect its intellectual property rights, any dispute or claim arising out of or relating to the Agreement will be exclusively resolved in the courts of competent jurisdiction in the location set forth in the Order Form, and each party expressly consents to the exclusive jurisdiction therein.
- 30.7. **Agreement Formation.** The following documents are incorporated herein by this reference:  
(i) Information Security Policy of Showell, available at LINK A  
(ii) Support Services Policy of Showell, available at LINK B  
(iii) Data Processing Addendum of Showell, available at LINK C
- 30.8. **Entire Agreement and Modifications.** This Agreement: (i) constitutes the entire understanding between the parties, and supersedes all prior discussions, representations, understandings or agreements, whether oral or in writing, between the parties with respect to the subject-matter of this Agreement; and (ii) may only be modified by a writing that is mutually signed by both parties. The preprinted provisions of any Client purchase order shall not apply and shall be deemed to be for administrative purposes only.
- 30.9. **Execution.** This Agreement, and any amendment, may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Execution and delivery of this Agreement, and any amendment, shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the document via fax or electronic mail in PDF (or another electronically scanned) format, or (iii) executing and transmitting the document electronically via any electronic signature service.

---

**LINKS:**

- *Link A:* Information Security Policy of Showell, available at <https://showell-app.s3.eu-central-1.amazonaws.com/terms/Information+Security+Policy+of+Showell.pdf>
- *Link B:* Support Services Policy of Showell, available at <https://showell-app.s3.eu-central-1.amazonaws.com/terms/Support+Services+Policy+of+Showell.pdf>
- *Link C:* Client Global Data Processing Addendum, available at <https://showell-app.s3.eu-central-1.amazonaws.com/terms/Client+Global+Data+Processing+Addendum+of+Showell.pdf>