

**Oracle® Hospitality Symphony Venue Management**  
Licensing Information User Manual  
Release 3.9  
**E80127-01**

December 2016

Oracle® Hospitality Symphony Venue Management  
Licensing Information User Manual  
Version 3.9

Copyright © (c) 2002, 2016, Oracle and/or its affiliates. All rights reserved.

This software and related documentation are provided under a license agreement containing restrictions on use and disclosure and are protected by intellectual property laws. Except as expressly permitted in your license agreement or allowed by law, you may not use, copy, reproduce, translate, broadcast, modify, license, transmit, distribute, exhibit, perform, publish, or display any part, in any form, or by any means. Reverse engineering, disassembly, or decompilation of this software, unless required by law for interoperability, is prohibited.

The information contained herein is subject to change without notice and is not warranted to be error-free. If you find any errors, please report them to us in writing.

If this software or related documentation is delivered to the U.S. Government or anyone licensing it on behalf of the U.S. Government, then the following notice is applicable:

U.S. GOVERNMENT END USERS: Oracle programs, including any operating system, integrated software, any programs installed on the hardware, and/or documentation, delivered to U.S. Government end users are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the programs, including any operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to license terms and license restrictions applicable to the programs. No other rights are granted to the U.S. Government.

This software or hardware is developed for general use in a variety of information management applications. It is not developed or intended for use in any inherently dangerous applications, including applications that may create a risk of personal injury. If you use this software or hardware in dangerous applications, then you shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use. Oracle Corporation and its affiliates disclaim any liability for any damages caused by use of this software or hardware in dangerous applications.

Oracle and Java are registered trademarks of Oracle and/or its affiliates. Other names may be trademarks of their respective owners.

Intel and Intel Xeon are trademarks or registered trademarks of Intel Corporation. All SPARC trademarks are used under license and are trademarks or registered trademarks of SPARC International, Inc. AMD, Opteron, the AMD logo, and the AMD Opteron logo are trademarks or registered trademarks of Advanced Micro Devices. UNIX is a registered trademark of The Open Group.

This software or hardware and documentation may provide access to or information about content, products, and services from third parties. Oracle Corporation and its affiliates are not responsible for and expressly disclaim all warranties of any kind with respect to third-party content, products, and services unless otherwise set forth in an applicable agreement between you and Oracle. Oracle Corporation and its affiliates will not be responsible for any loss, costs, or damages incurred due to your access to or use of third-party content, products, or services, except as set forth in an applicable agreement between you and Oracle.

# Contents

<b>Preface .....</b>	<b>iv</b>
Audience.....	iv
Customer Support.....	iv
Documentation .....	iv
Revision History.....	iv
<b>1 Introduction .....</b>	<b>1-1</b>
<b>2 Licensing Information.....</b>	<b>2-1</b>
Third-Party Notices and/or Licenses .....	2-3
Commercial Software.....	2-3
Open Source Software or Other Separately Licensed Software .....	2-4
<b>3 Licenses.....</b>	<b>3-1</b>
APACHE 2.0 License.....	3-1
Business Objects License Agreement.....	3-4
Code Project Open License .....	3-14
CodeJock Software® Xtreme SuitePro Activex™ End User License Agreement .....	3-18
DataFlex License Agreement .....	3-23
Data Access Corporation Software License Agreement.....	3-32
Flexera InstallShield License.....	3-43
Mertech Data Systems Software License Agreement.....	3-53
Microsoft Limited Permissive License .....	3-55
Microsoft Software License Terms.....	3-56
Microsoft Software End-User License Agreement.....	3-64

# Preface

This document contains licensing information for Oracle Hospitality Symphony Venue Management.

## Audience

This document is intended for users of Oracle Hospitality Symphony Venue Management.

## Customer Support

To contact Oracle Customer Support, access My Oracle Support at the following URL:  
<https://support.oracle.com>

- When contacting Customer Support, please provide the following:
- Product version and program/module name
- Functional and technical description of the problem (include business impact)
- Detailed step-by-step instructions to re-create
- Exact error message received and any associated log files
- Screen shots of each step you take

## Documentation

Oracle Hospitality product documentation is available on the Oracle Help Center at  
<http://docs.oracle.com/en/industries/hospitality/>

## Revision History

Date	Description of Change
December 2016	<ul style="list-style-type: none"><li>• Initial publication</li></ul>

# 1 Introduction

This Licensing Information document is a part of the product or program documentation under the terms of your Oracle license agreement and is intended to help you understand the program editions, entitlements, restrictions, prerequisites, special license rights, and/or separately licensed third party technology terms associated with the Oracle software program(s) covered by this document (the "Program(s)"). Entitled or restricted use products or components identified in this document that are not provided with the particular Program may be obtained from the Oracle Software Delivery Cloud website (<https://edelivery.oracle.com>) or from media Oracle may provide. If you have a question about your license rights and obligations, please contact your Oracle sales representative, review the information provided in Oracle's Software Investment Guide (<http://www.oracle.com/us/corporate/pricing/software-investment-guide/index.html>), and/or contact the applicable Oracle License Management Services representative listed on <http://www.oracle.com/us/corporate/license-management-services/index.html>.

This document does not address infrastructure technology requirements.

## 2 Licensing Information

This chapter provides the following licensing information for Oracle Hospitality Symphony Venue Management:

- Description of products.
- Prerequisite products.
- Entitled products and restricted use licenses.

Prerequisite products, entitled products, and restricted use licenses do not apply to Oracle Hospitality Cloud products.

Product	Subproduct	Licensing Information
Oracle Hospitality Symphony Venue Management for Sports and Entertainment	Oracle Hospitality Symphony First Edition Venue Management Foundation Part Number: 9005	<p><b><u>Product Editions and Permitted Features</u></b> Provides streamlined item management using a single interface that configures inventory and POS. Inventory counts post immediately into inventory, reducing the amount of time necessary to close out an event. Identify theft scenarios quickly through the analysis of the sales and inventory data. Real time sales data gathered during the event allows efficient management of operations and costs. Only available in the United States and Canada</p> <p><b><u>Prerequisite Products</u></b></p> <ul style="list-style-type: none"> <li>• Oracle Hospitality Driver for MerTech</li> <li>• Oracle Hospitality Driver for Visual DataFlex</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b> N/A</p>
	Oracle Hospitality Symphony First Edition Vending Foundation Part Number: 9100	<p><b><u>Product Editions and Permitted Features</u></b> POS inventory system that tracks the inventory movement before, during, and after each event and marries that up with the product movement data from Symphony First Edition to ensure that revenue is accounted accurately. Only available in the United States and Canada</p> <p><b><u>Prerequisite Products</u></b></p> <ul style="list-style-type: none"> <li>• Oracle Hospitality Symphony First Edition Venue Management Foundation</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b> N/A</p>

	<p>Oracle Hospitality Symphony First Edition Vending Inventory Part Number: 9105</p>	<p><b><u>Product Editions and Permitted Features</u></b> POS inventory client that immediately posts inventory and reduces the amount of time necessary to close out an event. Quickly balances stand sales versus cash collected by entering inventory counts. Only available in the United States and Canada.</p> <p><b><u>Prerequisite Products</u></b></p> <ul style="list-style-type: none"> <li>• Oracle Hospitality Symphony First Edition Vending Foundation</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b> N/A</p>
<p>Oracle Hospitality Driver for MerTech</p>	<p>Oracle Hospitality Driver for MerTech Part Number: 10580-05</p>	<p><b><u>Product Editions and Permitted Features</u></b> Database connectivity solution that allow applications using DataFlex transactional engines to work with Oracle or Microsoft SQL databases.</p> <p><b><u>Prerequisite Products</u></b></p> <ul style="list-style-type: none"> <li>• N/A</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b> A license for Oracle Hospitality Driver for MerTech contains a restricted-use license for MerTech. Use of MerTech is limited to use with Oracle Hospitality Driver for MerTech and may not be used or deployed for other purposes.</p>
<p>Oracle Hospitality Driver for Visual DataFlex</p>	<p>Oracle Hospitality for Visual DataFlex Part Number: 10623-05</p>	<p><b><u>Product Editions and Permitted Features</u></b> Application runtime components used to monitor and optimize performance.</p> <p><b><u>Prerequisite Products</u></b></p> <ul style="list-style-type: none"> <li>• N/A</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b> A license for Oracle Hospitality Driver for Visual DataFlex contains a restricted-use license for Visual DataFlex. Use of Visual DataFlex is limited to use with Oracle Hospitality Driver for Visual DataFlex and may not be used or deployed for other purposes.</p>

## Third-Party Notices and/or Licenses

### Commercial Software

Commercial software products or components distributed in Oracle Hospitality Symphony Venue Management are identified in the following table along with the following licensing information.

Provider	Component(s)	Licensing Information
CodeJock	CodeJock Software Xtreme SuitePro Activex	Licensed under the End User License Agreement available at <a href="http://www.codejock.com/products/license.asp">http://www.codejock.com/products/license.asp</a> A copy of the License appears below. <a href="#">CodeJock Software® Xtreme SuitePro Activex™ End User License Agreement</a>
Data Access Worldwide	Visual DataFlex Version 15.1	Licensed under the Software License Agreement available at <a href="http://www.dataaccess.com/">http://www.dataaccess.com/</a> . A copy of the License appears below. <a href="#">DataFlex License Agreement</a>
Flexera	Install Shield Professional Version 7.x	Licensed under the Flexera Software End-User License Agreement available at <a href="http://www.flexerasoftware.com">www.flexerasoftware.com</a> . A copy of the License appears below. <a href="#">Flexera InstallShield License</a>
Microsoft	Visual Studio Version 2008 *Redistributable Components Only	Licensed under the Microsoft Software License Terms available at <a href="http://www.visualstudio.com">www.visualstudio.com</a> A copy of the License appears below. <a href="#">Microsoft Software License Terms</a>
Mertech Data Systems Inc.	Mertech Data Flex2SQL Version 10.x	Licensed under the Mertech Data Systems Software License Agreement available at <a href="http://www.mertech.com">www.mertech.com</a> A copy of the License appears below. <a href="#">Mertech Data Systems Software License Agreement</a>
SAP (formerly Business Objects)	Crystal Reports Version 8, 8.5, and 9	Licensed under the End User License Agreement available at <a href="http://www.sap.com">www.sap.com</a> A copy of the License appears below. <a href="#">Business Objects License Agreement</a>

## Open Source Software or Other Separately Licensed Software

Required notices for open source or other separately licensed software products or components distributed in Oracle Hospitality Symphony Venue Management are identified in the following table along with the applicable licensing information. Additional notices and/or licenses may be found in the included documentation or readme files of the individual third party open source software.

Hospitality Product(s)	Component(s)	Licensing Information
Oracle Hospitality Symphony First Edition Venue Management	Apache Log4Net	Copyright © 2004 The Apache Software Foundation All rights reserved. A copy of the License appears below. <a href="#">Apache 2.0 License</a>
Oracle Hospitality Symphony First Edition Venue Management	Code Project Open License	Copyright © 2008 The Code Project All rights reserved. A copy of the License appears below. <a href="#">Code Project Open License</a>
Oracle Hospitality Symphony First Edition Venue Management	MISC Microsoft Utilities and Libraries Known or Assumed to be Commercial	Copyright © 2008 Microsoft Corporation All rights reserved. A copy of the License appears below. <a href="#">Microsoft Limited Permissive License</a>
Oracle Hospitality Symphony First Edition Venue Management	MSDN Magazine Sample Code	Copyright © 2008 Microsoft Corporation All rights reserved. A copy of the License appears below. <a href="#">Microsoft Software End-User License Agreement</a>

## 3 Licenses

### APACHE 2.0 License

Version 2.0, January 2004

<http://www.apache.org/licenses/>

#### TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

##### 1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of

this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

(a) You must give any other recipients of the Work or Derivative Works a copy of this License; and

(b) You must cause any modified files to carry prominent notices stating that You changed the files; and

(c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for

damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

#### END OF TERMS AND CONDITIONS

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.

## Business Objects License Agreement

IMPORTANT-READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN YOU AND BUSINESS OBJECTS FOR THE BUSINESS OBJECTS SOFTWARE PRODUCT ACCOMPANYING THIS SOFTWARE LICENSE AGREEMENT, WHICH MAY INCLUDE COMPUTER SOFTWARE, ASSOCIATED MEDIA, PRINTED MATERIALS AND ONLINE OR ELECTRONIC DOCUMENTATION ("SOFTWARE"). BEFORE YOU INSTALL OR USE THE SOFTWARE YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT BELOW ("AGREEMENT"). BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT OR BY USING OR INSTALLING THE SOFTWARE YOU REPRESENT THAT YOU HAVE CAREFULLY READ AND EXPRESSLY ACCEPT ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT REFERENCED HEREIN, AND WILL BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU SHALL NOT INSTALL OR USE THE SOFTWARE AND SHALL RETURN, WITHIN THIRTY (30) DAYS AS OF THE PURCHASE DATE, THE SOFTWARE TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND OF THE AMOUNT PAID FOR THE SOFTWARE.

1. GRANT OF LICENSE. Business Objects grants you a nonexclusive and limited license to use the Software products and functionalities for which you have paid the applicable fees solely for your internal business purposes and in accordance with the terms and conditions of this Agreement. The Software is licensed, not sold, to you. If you acquired this product as a special offer or as a promotional license included with another Business Objects product, additional restrictions apply as set forth in section 3.5 below. If you acquired this product bundled or in combination with a third party product, you may only use the Software with the third party product as described in section 3.2 (“Restricted License”) below. This license does not apply to any other software program provided with the Software, including promotional software, which is governed by the online software license agreement included with that software.

“Business Objects” is the Business Objects Company from whom you are purchasing the Software or related services, either directly or indirectly through a reseller.

2. INSTALLATION AND USE. You may install and use the Software only in the configuration and for the number of licenses acquired by you. You may also install non-production copies of the Software as is reasonably necessary for disaster recovery, emergency restart and backup, including, but not limited to making copies for such purposes for use at one or more disaster recovery sites. In order to exercise your rights to the Software under this License Agreement you must activate your copy of the Software in the manner described during the launch sequence. Business Objects may control the number and type of licenses and the use of the Software by key codes.

### 3. LICENSE TYPES AND DEFINITIONS.

3.1. Named User License (“NUL”). When the Software is licensed on a Named User basis, each individual Named User must be specifically identified as the sole holder of a NUL. The sharing of the NUL by more than one individual is expressly prohibited. In addition, NUL(s) may not be transferred from one individual to another unless the original end user no longer requires, and is no longer permitted, access to the Software.

3.2. Restricted License. If you acquired the Software bundled or otherwise provided in combination with or for use with a third party product (“OEM Application”), you have acquired a Restricted License. You may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or processed by the OEM Application is in violation of this license. If the OEM Application requires the use of a data mart or data warehouse, the Software may be used with the data mart or data warehouse only to access data created or processed by the OEM Application. Restricted Licenses may not be combined with unrestricted licenses in the same Deployment.

3.3. Update License. If you received the Software as an update to a previously licensed product, your license to use the Software is limited to the aggregate number of licenses you have acquired for the previous product. If you choose to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses you acquired for the previous product, except that a Named User may continue to use the previous product, but may not transfer or permit any other person to use the previous product.

3.4. Evaluation/Not for Resale License. An Evaluation or Not For Resale license may be used only for the number and type of licenses specified and for the period specified on the Software packaging, ordering or shipping documentation. Upon expiration of such specified period, the Products associated with an Evaluation or Not For Resale license will not function unless Licensee has obtained applicable permanent license keys. If the ordering or shipping documentation specifies a particular project, the Software may be used only with that project. An Evaluation License may only be used for evaluation purposes and may not be used for production purposes. Notwithstanding any other provision of this Agreement, Software provided under an Evaluation or Not for Resale licenses is provided "AS-IS" without warranty of any kind, express or implied. An Evaluation License or Not for Resale License may be terminated by Business Objects upon written notice at any time.

3.5. Promotional License. If you received the Software as a special offer or promotional license ("Promotional License"), you may only use the Promotional Licenses with a new Deployment. Promotional Licenses may not be added to or used with an existing Deployment or Project.

#### 4. PRODUCT SPECIFIC USE RIGHTS.

4.1 Designer Tools. The Crystal Reports report design application and utilities installed by the Crystal Reports setup program ("Designer Tools") are licensed on a Named User basis. Each copy of Crystal Reports includes one Named User license of the Designer Tools.

#### 4.2 Crystal Reports Runtime Product.

##### 4.2.1 Definitions

"Client Application" means an application developed by Licensee that a) utilizes the Runtime Product, b) is installed fully on an end user's machine, with all report processing local to that machine, and c) adds significant and primary functionality to the Runtime Product.

"Internal Installation" or "Internally Install" means installing into production Client Applications and/or Server Applications on one or more computers within Licensee's company or organization only in connection with Licensee's internal business purposes.

"Distribution" or "Distribute" means selling, leasing, licensing, granting access to, or redistributing Client Applications and/or Server Applications to third party end users external to Licensee's company or organization.

"Runtime Product" means the version specific files and application program interfaces (APIs) specified in the RUNTIME.TXT file provided with the Product.

"Server Application" means an application developed by Licensee that a) utilizes the Runtime Product, b) allows more than one user to access the Runtime Product either directly or indirectly through any middle tier application(s), and c) adds significant and primary functionality to the Runtime Product. A Client Application installed in a Windows terminal server environment (e.g. Citrix or Microsoft Remote Desktop Platform) is a Server Application.

"Deployment" means a single installation of no more than one of the following Product modules or files: Crystal Reports Runtime Engine.

4.2.2 Use of the Runtime Product. Licensee may install and use a single copy of the Runtime Product to develop Client Applications and Server Applications. The Distribution and Internal Installation terms and conditions differ based on the type of applications Licensee develops, as described in the following sections.

4.2.3 Internal Installation of Client Applications and Server Applications. Licensor grants Licensee a personal, nonexclusive, limited license to Internally Install the Runtime Product with Client Applications and Server Applications.

4.2.4 Distribution of Client Applications. Licensor grants Licensee a personal, nonexclusive, limited license to Distribute Client Applications to end users, if Licensee complies with all of the terms herein, including without limitation section 4.2.6.

4.2.5 Distribution of Server Applications. Licensor grants Licensee a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that either a) Licensee has acquired a licensed copy of Crystal Reports for each Deployment of a Server Application that is distributed to a third party, provided that the version of the Runtime Product utilized by such Server Application is the same as that provided with Crystal Reports or b) Licensee owns at least one licensed copy of Crystal Reports Developer Advantage, provided that the version of the Runtime Product utilized by such Server Application is the same as that provided with Crystal Reports Developer Advantage. In all cases the Licensee must comply with all of the terms of such license and this license agreement, including without limitation section 4.2.6.

4.2.6 Runtime Product Distribution Requirements. If Licensee Distributes the Runtime Product to third parties pursuant to sections 4.2.4 or 4.2.5, Licensee shall comply with the following requirements:

(a) Licensee Distributes copies of the Runtime Product solely as a part of an application that adds specific and primary functionality to the Runtime Product;

(b) Licensee remains solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such Runtime Product copies or sample applications;

(c) Licensee does not use the name, logo, or trademark of Licensor, or the Product, without prior written permission from Licensor;

(d) Licensee will defend, indemnify and hold Licensor harmless against any claims or liabilities arising out of the use, reproduction or distribution of Runtime Product or the associated application;

(e) Licensee shall not distribute the Runtime Product with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as Licensor product offerings; and

(f) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the following:

End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;

End User agrees not to distribute the Runtime Product to any third party;

End User agrees not to use the Runtime Product to create for distribution a product that is generally competitive with Licensor product offerings;

End User agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Licensor;

End User agrees not to use the Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;

LICENSOR AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE.

5. OWNERSHIP. Business Objects and/or its suppliers retain all right, title and interest in and to the Software and all copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. You neither own nor hereby acquire any claim or right of ownership to the Software or to any related patents, copyrights, trademarks or other intellectual property. You agree to retain the Software, the terms of this Agreement as well as any Software benchmark or similar tests (whether performed by you, Business Objects or any third party) in confidence and prevent them from unauthorized disclosure or use except with Business Objects' prior written consent. Business Objects and/or its suppliers reserve all rights not expressly granted to you. Business Objects' suppliers are the intended third party beneficiaries of this License Agreement and have the express right to rely upon and directly enforce the terms set forth herein.

6. COPYRIGHT. The Software is copyrighted by Business Objects and/or its suppliers and is protected by United States copyright and patent laws and international treaty provisions. You may not copy the Software except: (a) to provide a non-production backup copy; or (b) to install the Software components licensed by you, as set forth in Sections 2, on to computers as part of executing the Software. Solely with respect to the documentation included with the Software, you may make a reasonable number of copies (either in hardcopy or electronic form), provided that such copies shall be used only by licensed end users in conjunction with their use of the Software and are not republished or distributed to any third party. You must reproduce and include all copyright notices, trademarks or other proprietary legends of Business Objects and its suppliers on any copy of the Software or documentation made by you. Any and all other copies of the Software made by you are in violation of this Agreement.

7. RESTRICTIONS. Except as expressly permitted by this License Agreement or by applicable law you may not: (a) lease, loan, resell, assign, sublicense, or otherwise distribute the Software or any of the rights granted by this License Agreement without the express written permission of Business Objects; (b) use the Software on a timesharing basis or to operate a service bureau facility or provide hosted services for the benefit of third-parties; (c) modify (even for purposes of error correction), adapt, or translate the Software or create derivative works therefrom except as necessary to configure the Software using the menus, options and tools provided for such purposes and contained in the Software; (d) in any way reverse engineer, disassemble or decompile the Software or the .RPT report file format (including reverse compiling to ensure interoperability) or any portion thereof except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation; ; (e) use the Software to develop a product which is competitive with any Business Objects product offerings; (f) use the

Software to develop a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Business Objects;; (g) use unauthorized keycode(s) or distribute keycode(s); (h) disclose any Software benchmark results to any third party without Business Objects' prior written approval, (i) permit third party access to, or use of the Software except as expressly permitted herein, and (j) distribute or publish keycode(s). If you wish to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, you shall first provide written notice to Business Objects and permit Business Objects, at its discretion, to make an offer to provide information and assistance reasonably required to ensure Software interoperability with your other products for a fee to be mutually agreed upon (if any).

#### 8. LIMITED WARRANTY AND REMEDY.

(a) Business Objects warrants to you that: (i) for a period of thirty (30) days from delivery of the Software, the Software will substantially conform to the functional description set forth in the standard documentation accompanying the Software; and (ii) for a period of thirty (30) days from delivery the physical media (e.g., CD-ROM), such physical media will be free from defects in materials and workmanship. Any implied warranties on the Software and media are limited to thirty (30) days from delivery, to the extent such warranties cannot be disclaimed under Section 8(c) below. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. Business Objects does not warrant that the Software will operate uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Support Services, shall not restart or otherwise affect the warranty period.

(b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at Business Objects' option, either: (i) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (ii) return of the price paid for the Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by Business Objects only if you give Business Objects written notice of any breach of the above-stated limited warranty, within thirty (30) days of delivery of the Software.

(C) EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 8, BUSINESS OBJECTS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR (IV) AGAINST HIDDEN DEFECTS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. YOU ACKNOWLEDGE THAT IN ENTERING INTO THIS AGREEMENT, YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND JUDGEMENT TO EVALUATE THE SOFTWARE AND THAT YOU HAVE SATISFIED YOURSELF AS TO THE SUITABILITY OF THE SOFTWARE TO MEET YOUR REQUIREMENTS.

9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BUSINESS OBJECTS OR ITS DISTRIBUTORS, SUPPLIERS OR

AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INACCURACY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF BUSINESS OBJECTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUSINESS OBJECTS AND ITS SUPPLIERS' AGGREGATE LIABILITY TO YOU FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID BY YOU FOR THE SOFTWARE OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. SOME STATES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES INCLUDED IN THIS SECTION, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU ONLY IN SUCH CIRCUMSTANCES.

10. SUPPORT SERVICES. If you purchased Support Services, Business Objects will provide to you product support services for the Software in accordance with Business Objects then current Support Services terms and conditions. If you purchase Support Services for the Software, you must purchase Support Services for all authorized copies of said Software in your possession.

11. TERMINATION. This Agreement is effective until terminated. You may terminate this License Agreement at any time by providing Business Objects with written notice, provided that you have complied with the return and/or destruction policy set forth below. However, you shall receive a refund of your license fee only if this Agreement is terminated in compliance with Section 8 hereof. If you ordered an Evaluation License for the Software that is time disabled, this Agreement will automatically terminate after the Evaluation Period, and you agree not to avoid, or attempt to avoid, any applicable time limitation. This Agreement may be terminated by Business Objects if: (i) you fail to pay the license fees and other charges set forth at the time of your order; or (ii) you fail to comply with any of the terms and conditions set forth in this Agreement and do not remedy such failure within thirty (30) days after receiving notice thereof. Termination shall not relieve you from your obligation to pay fees that remain unpaid and shall not limit Business Objects from pursuing other available remedies. Upon termination by Business Objects of this Agreement, Business Objects will have no obligation to refund to you any fees paid by you and you agree to waive in perpetuity and unconditionally any and all claims for refunds. Upon any termination of this Agreement, you agree to: (i) immediately cease all use of the Software, including the use and distribution of any Custom Applications incorporating the Software; and (ii) either return the Software to Business Objects or destroy same, and certify to Business Objects, in writing, that all copies and partial copies thereof have been returned or completely destroyed and are no longer being used. Sections 5, 6, 8(c), 9, 11, 12, 13, 14, 15, 17 and 18 shall survive any termination of this Agreement.

12. **AUDIT.** During the term of this Agreement and for two (2) year after termination or expiration, Business Objects may audit, upon reasonable notice to you and at Business Objects' expense, your books and records to determine your compliance with this Agreement. In the event any such audit reveals that you have underpaid Business Objects by an amount greater than five percent (5%) of the amounts due Business Objects in the period being audited, or that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as Business Objects may have, you shall pay or reimburse to Business Objects the cost of the audit.

13. **GENERAL.** If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement constitutes the entire agreement between you and Business Objects, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. If you are acquiring the Software on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this Agreement. All terms of any purchase order or other ordering document submitted by you shall be superseded by this Agreement. In the event you and Business Objects have executed a mutually agreed upon a separately executed software license and related services agreement ("MSLA") and acquired the Software pursuant to such MSLA, the terms of the MSLA may govern your use of the Software and the terms of this Agreement shall be superseded by the MSLA. The product name for the Software is a trademark or registered trademark of Business Objects. Should you have questions concerning this License Agreement, please contact your local Business Objects sales office or authorized reseller, or write to: Business Objects, Attn: Contracts Department, 3030 Orchard Parkway, San Jose, CA 95134.

14. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), all U.S. Government users acquire the Software with only those rights set forth herein. Manufacturer is Business Objects, 3030 Orchard Parkway, San Jose, CA 95134.

15. **EXPORT CONTROLS.** You acknowledge that the Software is of U.S. origin. You agree to comply with the export and import control laws, regulations and requirements of the United States and other applicable jurisdictions. Business Objects assumes no responsibility or liability for your failure to obtain any necessary export approvals. Without limiting the foregoing, You agree not to export to persons subject to restrictions, destinations subject to embargo, or to prohibited proliferation-related end-users or end-uses, without obtaining any export license or other approval that may be required under United States laws, regulations and requirements.

16. **ORDER TERMS.** Purchase orders conforming to Business Objects purchase order requirements may be accepted from qualified companies. All pre-printed terms of any purchase order not approved in writing by Business Objects shall have no effect. Payment terms are net-30 days from date of invoice. FOB Business Objects facility. Business Objects

specifically disclaims price guarantees of any kind. You are responsible for payment of all applicable sales, use, consumption, VAT, GST, and other taxes and all applicable export and import fees, custom duties and similar charges, excluding taxes based on Business Objects net income.

17. GOVERNING LAW. Except as otherwise preempted by United States federal law, this Agreement is governed by the laws of the State of California, United States, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

18. COUNTRY UNIQUE TERMS.

If you purchased the Software in any territory specified below (the "Local Territory"), this section sets forth specific provisions as well as exceptions to the above terms and condition. To the extent any provision applicable to the Local Territory (the "Local Provision") set forth below is in conflict with any other term or condition in this agreement, the Local Provision will supersede such other term or condition with respect to any licenses purchased in the Local Territory.

Australia:

a) Limited Warranty and Remedy (Section 8): The following is added:

The warranties specified in this Section are in addition to any rights You may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

b) Limitation of Liability (Section 9): The following is added:

To the extent permitted by law, where Business Objects is in breach of a condition or warranty implied by the Trade Practices Act 1974 or the equivalent State or Territory legislation which cannot be excluded, Business Objects' liability is limited, at Business Objects' sole election: (i) in case of the Software: (a) (i) to repair or replace the goods, or the supply of equivalent goods, or (ii) payment of the cost of such repair or replacement or of acquiring equivalent goods; and (ii) in case of Support Services: (x) re-supply of the Support Services; or (y) the cost of having the services supplied again. In calculating Business Objects' aggregate liability under this Agreement, the amounts paid or the value of any goods or services replaced, repaired, or supplied by Business Objects pursuant to this paragraph shall be included.

c) Governing Law (Section 17): The following replaces the terms of this section in its entirety:

This Agreement is governed by the laws of the State or Territory in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

Belgium and France

a) Limitation of Liability (Section 9): The following replaces the terms of this section in its entirety:

Except as otherwise provided by mandatory law: 1. Business Objects' liability for any damages and losses that may arise as a result of the performance of its obligations in connection with this Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if Business Objects is at fault), for a maximum amount equal to the charges You

paid for the Software that has caused the damages. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which Business Objects is legally liable. 2. UNDER NO CIRCUMSTANCES IS BUSINESS OBJECTS, OR ANY OF ITS SOFTWARE DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS. 3. The limitation and exclusion of liability herein agreed applies not only to the activities performed by Business Objects but also to the activities performed by its suppliers and Software developers, and represents the maximum amount for which Business Objects as well as its suppliers and Software developers, are collectively responsible. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which Business Objects is legally liable.

b) Governing Law (Section 17): The following replaces the terms of this section in its entirety: This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

Germany and Austria

a) Warranty (Section 8): The following replaces the terms of this section in its entirety: Business Objects warrants that the Software provides the functionalities set forth in the associated documentation (“Documented Functionalities”) for the Limited Warranty Period following receipt of the Software when used on the recommended hardware configuration. Limited Warranty Period means one year if you are a business user and two years if you are not a business user. Non-substantial variation from the Documented Functionalities does not establish any warranty rights. THIS LIMITED WARRANTY DOES NOT APPLY TO SOFTWARE PROVIDED TO YOU FREE OF CHARGE (FOR EXAMPLE, UPDATES, PRE-RELEASE, EVALUATION, OR NFR) OR SOFTWARE THAT HAS BEEN ALTERED BY YOU, TO THE EXTENT SUCH ALTERATION CAUSED A DEFECT. To make a warranty claim, you must return, at Business Objects expense, the Software and proof of purchase to the company from whom you obtained it. If the functionalities of the Software vary substantially from the agreed upon functionalities, Business Objects is entitled, by way of re-performance and at its own discretion, to repair or replace the Software. If that fails, you are entitled to a reduction of the purchase price or to cancel the purchase agreement.

b) Limitation of Liability (Section 9): the following paragraph is added to this Section:

The limitations and exclusions specified in this Section will not apply to damages caused by Business Objects’ intentional or by gross negligence. In addition, Business Objects shall be responsible up to the amount of the typically foreseeable damages from any damage which has been caused by Business Objects or its agents due to the slightly negligent breach of a material contractual duty. This limitation of liability shall apply to all damage claims, irrespective of the legal basis there of and in particular, to any pre-contractual or auxiliary contractual claims. This limitation of liability shall not, however, apply to any mandatory statutory liability under the product liability act nor to any damage which is caused due to the breach of an express warranty to the extent the express warranty was intended to protect you from the specific

damage incurred. This clause shall not be intended to limit liability where the extent of liability is provided by mandatory law.

c) Governing Law (Section 17): The following replaces the terms of this section in its entirety:

This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

Italy

a) Limitation of Liability (Section 9): the following replaces the terms of this section in its entirety:

Apart from damages arising out of gross negligence or willful misconduct for which Business Objects may not limit its liability, Business Objects' liability for direct and indirect damages related to the original or further defects of the Software, or related to the use or the nonuse of the Software or related to any case whatsoever for breach of the Agreement, shall be limited to the fees paid by you to Business Objects for the Software or for the part of the Software upon which the damages were based.

b) Governing Law (Section 17): The following replaces the terms of this section in its entirety:

This Agreement is governed by the laws of country in which you acquired the Software, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.

United Kingdom

c) Governing Law (Section 17): The following replaces the terms of this section in its entirety:

This Agreement is governed by the laws of England and Wales, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits whether pursuant to the Contracts Rights of Third Parties) Act 1999 or otherwise in favour of any person not a party hereto.

Please indicate below whether you accept, or do not accept, the terms and conditions of this software license agreement.

## Code Project Open License

This License governs Your use of the Work. This License is intended to allow developers to use the Source Code and Executable Files provided as part of the Work in any application in any form.

The main points subject to the terms of the License are:

- Source Code and Executable Files can be used in commercial applications;
- Source Code and Executable Files can be redistributed; and
- Source Code can be modified to create derivative works.
- No claim of suitability, guarantee, or any warranty whatsoever is provided. The software is provided "as-is".

- The Article(s) accompanying the Work may not be distributed or republished without the Author's consent

This License is entered between You, the individual or other entity reading or otherwise making use of the Work licensed pursuant to this License and the individual or other entity which offers the Work under the terms of this License ("Author").

License:

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CODE PROJECT OPEN LICENSE ("LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HEREIN, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE AUTHOR GRANTS YOU THE RIGHTS CONTAINED HEREIN IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ACCEPT AND BE BOUND BY THE TERMS OF THIS LICENSE, YOU CANNOT MAKE ANY USE OF THE WORK.

Definitions.

"Articles" means, collectively, all articles written by Author which describes how the Source Code and Executable Files for the Work may be used by a user.

"Author" means the individual or entity that offers the Work under the terms of this License.

"Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works.

"Executable Files" refer to the executables, binary files, configuration and any required data files included in the Work.

"Publisher" means the provider of the website, magazine, CD-ROM, DVD or other medium from or by which the Work is obtained by You.

"Source Code" refers to the collection of source code and configuration files used to create the Executable Files.

"Standard Version" refers to such a Work if it has not been modified, or has been modified in accordance with the consent of the Author, such consent being in the full discretion of the Author.

"Work" refers to the collection of files distributed by the Publisher, including the Source Code, Executable Files, binaries, data files, documentation, whitepapers and the Articles.

"You" is you, an individual or entity wishing to use the Work and exercise your rights under this License.

Fair Use/Fair Use Rights. Nothing in this License is intended to reduce, limit, or restrict any rights arising from fair use, fair dealing, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

License Grant. Subject to the terms and conditions of this License, the Author hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

You may use the standard version of the Source Code or Executable Files in Your own applications.

You may apply bug fixes, portability fixes and other modifications obtained from the Public Domain or from the Author. A Work modified in such a way shall still be considered the standard version and will be subject to this License.

You may otherwise modify Your copy of this Work (excluding the Articles) in any way to create a Derivative Work, provided that You insert a prominent notice in each changed file stating how, when and where You changed that file.

You may distribute the standard version of the Executable Files and Source Code or Derivative Work in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution.

The Articles discussing the Work published in any form by the author may not be distributed or republished without the Author's consent. The author retains copyright to any such Articles. You may use the Executable Files and Source Code pursuant to this License but you may not repost or republish or otherwise distribute or make available the Articles, without the prior written consent of the Author.

Any subroutines or modules supplied by You and linked into the Source Code or Executable Files of this Work shall not be considered part of this Work and will not be subject to the terms of this License.

Patent License. Subject to the terms and conditions of this License, each Author hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, import, and otherwise transfer the Work.

Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

You agree not to remove any of the original copyright, patent, trademark, and attribution notices and associated disclaimers that may appear in the Source Code or Executable Files.

You agree not to advertise or in any way imply that this Work is a product of Your own.

The name of the Author may not be used to endorse or promote products derived from the Work without the prior written consent of the Author.

You agree not to sell, lease, or rent any part of the Work. This does not restrict you from including the Work or any part of the Work inside a larger software distribution that itself is being sold. The Work by itself, though, cannot be sold, leased or rented.

You may distribute the Executable Files and Source Code only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy of the Executable Files or Source Code You distribute and ensure that anyone receiving such Executable Files and Source Code agrees that the terms of this License apply to such Executable Files and/or Source Code. You may not offer or impose any terms on the Work that

alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute the Executable Files or Source Code with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License.

You agree not to use the Work for illegal, immoral or improper purposes, or on pages containing illegal, immoral or improper material. The Work is subject to applicable export laws. You agree to comply with all such laws and regulations that may apply to the Work after Your receipt of the Work.

Representations, Warranties and Disclaimer. THIS WORK IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OR GUARANTEES. YOU, THE USER, ASSUME ALL RISK IN ITS USE, INCLUDING COPYRIGHT INFRINGEMENT, PATENT INFRINGEMENT, SUITABILITY, ETC. AUTHOR EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, OR THAT THE WORK (OR ANY PORTION THEREOF) IS CORRECT, USEFUL, BUG-FREE OR FREE OF VIRUSES. YOU MUST PASS THIS DISCLAIMER ON WHENEVER YOU DISTRIBUTE THE WORK OR DERIVATIVE WORKS.

Indemnity. You agree to defend, indemnify and hold harmless the Author and the Publisher from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable legal or attorneys' fees) resulting from or relating to any use of the Work by You.

Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE AUTHOR OR THE PUBLISHER BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK OR OTHERWISE, EVEN IF THE AUTHOR OR THE PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Termination.

This License and the rights granted hereunder will terminate automatically upon any breach by You of any term of this License. Individuals or entities who have received Derivative Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 6, 7, 8, 9, 10 and 11 will survive any termination of this License.

If You bring a copyright, trademark, patent or any other infringement claim against any contributor over infringements You claim are made by the Work, your License from such contributor to the Work ends automatically.

Subject to the above terms and conditions, this License is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, the Author reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other

license that has been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

Publisher. The parties hereby confirm that the Publisher shall not, under any circumstances, be responsible for and shall not have any liability in respect of the subject matter of this License. The Publisher makes no warranty whatsoever in connection with the Work and shall not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this license. The Publisher reserves the right to cease making the Work available to You at any time without notice

Miscellaneous.

This License shall be governed by the laws of the location of the head office of the Author or if the Author is an individual, the laws of location of the principal place of residence of the Author.

If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this License, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

No term or provision of this License shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.

This License constitutes the entire agreement between the parties with respect to the Work licensed herein. There are no understandings, agreements or representations with respect to the Work not specified herein. The Author shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Author and You.

## **CodeJock Software® Xtreme SuitePro Activex™ End User License Agreement**

IMPORTANT – READ CAREFULLY

THIS SOFTWARE END USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND CODEJOCK SOFTWARE®. READ IT CAREFULLY BEFORE INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT INSTALL OR USE THE SOFTWARE.

## ARTICLE 1 - DEFINITIONS

1.1 "Documentation" means all user guides, reference manuals, other documentation accompanying Software (as defined below), and all other documentation otherwise made available by Codejock Software®.

1.2 "Licensee" means the purchaser of the license rights granted by this EULA (also referred to as "You")

1.3 "Licensed Product" means the Software (as defined below) and Documentation and any copies or modifications.

1.4 "Licensor" means Codejock Software®.

1.5 "Software" means Xtreme SuitePro ActiveX™ and its components, in Source Code or Object Code form for which Licensee has paid the applicable license fees.

1.6 "Source Code" means the version of software as it is originally written (i.e., typed into a computer) by a human in plain text (i.e., human readable alphanumeric characters) that contain programming statements and instructions that are not directly executable by the computer.

1.7 "Product Source Code" means Source Code that is used to develop and create the Software for the Licensed Product as defined above.

1.8 "Sample Source Code" means Source Code that is used to demonstrate the use of the Software for Licensed Product as defined above.

1.9 "Object Code" means Source Code that has been compiled (i.e., translated by a computer) into machine language by a compiler and consists of a sequence of instructions (in the form of zeros and ones) that the processor can understand. (e.g. a Dynamic Link Library ("DLL"), Statically Linked Library ("LIB"), Active -X COM Component ("OCX") or Executable ("EXE") file)

1.10 "Statically Linked Libraries" means binary Object Code that can be merged with other objects such as Dynamic Link Libraries or Executables to form a single object file.

1.11 "You" means the purchaser of the license rights granted by this EULA (also referred to as "Licensee")

## ARTICLE 2 – LICENSE

2.1 License Grant. In accordance with the terms and conditions of this EULA, Licensor grants Licensee a non-exclusive, nontransferable license to use the Software and Documentation. All rights to and in the Licensed Product, including, but not limited to, copyrights and trade secret rights, belong to Licensor and Licensor holds title to each copy of the Software. The Software shall only be used by a single developer at one time. Licensee shall not transfer or distribute the Licensed Product to others (except as specified in section 2.2 below), and this Agreement shall automatically terminate in the event of such a transfer or distribution. The 2007 Microsoft Office User Interface is subject to protection under U.S. and international intellectual property laws and is used by Codejock Software under license from Microsoft.

2.2 Permitted Uses. Subject to the terms and conditions of this EULA, Licensee may do the following: (a) Copy the Software to either: (i) Make one backup copy of the Software solely for backup purposes as long as all copyright and other notices are reproduced and included on the backup copy; or (ii) Transfer the Software to a hard disk as long as all copyright and other notices are reproduced and included on hard disk copy and keep the original copy solely for backup purposes. (b) Incorporate the Object Code into software application products that you develop; (c) Modify (i.e. modify the Source Code and compile) the Object Code and incorporate the modified libraries into software application products that you develop; (d) Make and distribute copies of the Object Code of the Software as incorporated into software application products that you develop provided that the Software, or other Codejock Software® products, do not constitute a major portion of the value of your product; (e) Solely with the respect to electronic help documentation, you may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies shall be used only for internal purposes and are not republished or distributed beyond the licensee's premises; (f) Use and modify the Product Source Code (if provided) and the Sample Source Code ("Product or Sample Source Code"), provided you do not distribute the Product or Sample Source Code, or any modified version of the Product or Sample Source Code, in Source Code form. (i) Any changes that are made to the Source Code that is not provided by Licensor will be the responsibility of Licensee, and Licensee will hold Licensor harmless for Licensee's additions. (ii) Any changes made by Licensee directly to the Product Source Code, unless authorized by Licensor, will not be covered under existing support agreements.

2.3 Prohibited Uses. Notwithstanding anything in this EULA to the contrary, Licensee may not do the following: (a) Distribute in any manner the Product or Sample Source Code or independent Statically Linked Libraries of the Software; (b) Use, copy, modify, merge or compile all or any portion of the Source Code or Object Code of the Software except as expressly provided in this agreement; (c) Make telecommunication transmittal of the Product Source Code, Sample Source Code or Statically Linked Libraries; (d) Distribute any portion of the Software or any derivative of any portion of the Software in a software development product or otherwise in competition with Codejock Software's distribution of the Software; (e) Decompile, disassemble or reverse engineer any Object Code from of any portion of the Software; (f) Expose the interfaces of the Software through your application. (e.g. an OCX, DLL, class library, etc.); (g) Re-distribute ActiveX COM (OCX) Object Code with any license files (.lic) that would cause the interface of the OCX to be exposed. (h) Rent or lease the Software; (i) Disclose any Source Codes of the Software to any person or entity who is not a

Licensee of the Software; (j) Use Licensed Product with any product that is distributed as Open Source or is distributed under the terms of GNU General Public License (GPL) or where the Source Code of the application is freely distributed.

#### ARTICLE 3 – TERMINATION

3.1 Term. This EULA shall remain in effect until terminated.

3.2 Termination by Licensee. Licensee may terminate this EULA by returning the Licensed Product to Licensor within 30 days of purchase.

3.3 Termination by Licensor. Licensor may terminate this EULA if Licensee breaches any of the terms and conditions of this EULA. Upon termination of this EULA Licensee shall return the Licensed Product to Licensor within 30 days after Licensee receives notice from Licensor that Licensee is terminating this EULA.

3.4 Survival of Rights After Termination. All provisions of this Agreement relating to disclaimers of warranties, limitation of liability, remedies, or damages, and Licensor's proprietary rights shall survive termination.

#### ARTICLE 4 - LIMITED WARRANTY, DISCLAIMER, AND LIMITATION OF LIABILITY

4.1 Limited Warranty. This Software is intended for commercial, institutional, and industrial users. Licensor does not warrant that the functions contained in the Licensed Product will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free. Licensor does warrant that the media on which the Software is furnished will be free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of delivery (Warranty Period). Any other software and any hardware furnished with or accompanying the Software is not warranted by Licensor. Licensor is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the software or for problems in the interaction of the Software with non-Licensor software. Licensee's exclusive remedy under this limited warranty is the replacement of any defective physical media on which the Software is furnished, as provided below. To receive a replacement for defective media under this limited warranty, return the defective media to Supplier during the Warranty Period, with proof of payment. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES.

4.2 Disclaimer. EXCEPT AS PROVIDED ABOVE, THE LICENSED PRODUCT IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-

INFRINGEMENT, AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PRODUCT IS WITH LICENSEE.

#### ARTICLE 5 - LIMITATION OF LIABILITY

5.1 Limitation of Liability. LICENSOR'S SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IS THE REPLACEMENT OF DEFECTIVE MEDIA ACCORDING TO THE LIMITED WARRANTY ABOVE. IN NO EVENT WILL LICENSOR OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE LICENSED PRODUCT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OR LOSS OF PROFITS OR LOST SAVINGS, ARISING OUT OF USE OF OR INABILITY TO USE THE LICENSED PRODUCT (OR ANY HARDWARE FURNISHED WITH THE LICENSED PRODUCT), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DAMAGES.

#### ARTICLE 6 - GENERAL

6.1 U.S. Import and Export Laws. Any Licensed Product provided to Licensee by Licensor shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction in which the Licensed Product was obtained.

6.2 Restriction on Transfer. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void.

6.3 U.S. Government as Licensee. The Licensed Product is a "commercial item," as that term is defined at 48 C.F.R. 2.101, developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" as those terms are defined in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7204-4, all U.S. Government end users acquire the Licensed Product with only those rights as are granted to all other end users set forth in this EULA.

6.4 Proper Notices. All notices and other communications required or permitted under this EULA shall be deemed to have been given if mailed, postage paid, transmitted by facsimile, personally delivered or delivered by a commercial delivery service, to the address of the Licensee listed on file with the Licensor.

6.5 Governing Law. This EULA shall be governed by and interpreted under the laws of the State of Michigan, United States of America, without regard to conflicts of provisions.

6.6 Joint Venture. Nothing contained in this EULA shall be construed so as to make the parties partners or joint ventures.

6.7 Waiver. The failure of either party to this EULA to insist upon the performance of any of the term or conditions of this EULA will not be construed as thereafter waiving any such terms or conditions but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

6.8 Integration. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSEE AND LICENSOR, AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

6.9 Severability. If any provision of this EULA becomes or is declared by a court of competent jurisdiction to be unenforceable, this EULA shall continue in full force and effect without the provision.

6.10 Headings. All article, section, and paragraph headings contained in this EULA are for reference and in no way define, limit or extend the EULA or the intent of any of its provisions.

Codejock Software is a division of Codejock Technologies, LLC P.O. Box 726 Owosso, Michigan 48867

## DataFlex License Agreement

IMPORTANT- READ CAREFULLY: This License Agreement is a binding legal agreement between You and Data Access Corporation ("DAC") for the Software Product(s) identified above, which includes computer software and associated media, and may include "online", electronic or printed documentation and associated materials (collectively the "Software Product(s)"). By installing, copying, or using a Software Product or any part thereof, you warrant that you have the authority to enter into this License Agreement and you agree to be legally bound by its terms and conditions, the limited warranties and limitations of liability and restrictions herein. If you do not agree to all terms and conditions of this License Agreement, you are not authorized to install or use the Software Product(s).

### DEFINITIONS

For the purposes of this License Agreement, the following definitions apply:

"Application Software" – An End-User application software program developed with the proprietary DataFlex language.

"DataFlex Windows Client" – Proprietary DataFlex software, the presence of which is required for the execution and use of Windows Desktop Application Software and for which a license is required for the execution and use of Windows Desktop Application Software.

“DataFlex WebAppServer” – Proprietary DataFlex software, the presence of which is required for the execution and use of web, mobile or other forms of internet based Application Software and for which a license is required for the execution and use of web, mobile or other forms of internet based Application Software.

“DataFlex Windows/WebCombo Client” – The inseparable combination of a DataFlex Windows Client and a DataFlex Web Client licensed as a single Software Product. Each individual named user must be included in the licensed Number of Named End Users.

“Number of End Users” / “Number of Named End Users” – The count of the total number of EndUsers or Named End Users licensed to use a Software Product under the terms and conditions of this License Agreement.

“Number of Web Applications” – The number of web, mobile or internet Application Software programs licensed for use on a DataFlex WebApp Server.

“Server Instance” – A network operating system environment installed a) directly on a physical hardware server or b) on a virtual server, including a “cloud” server instance, that is configured to share resources among multiple End Users’ computers or devices that are connected to it. Non-running, stored virtual Server Instances require licenses as defined in the Software Product Price List or Product Information Document for a specific product revision. A specific connection technology is not consequential to the definition of a Server Instance; the existence of multiple End User connections and the sharing of resources are the essence of a Server Instance for the purposes of this License Agreement. For licensing purposes, every installation of a Software Product on any Server Instance requires an individual, serialized license and registration code.

## SOFTWARE PRODUCT LICENSE

1.1 LICENSE FOR DATAFLEX STUDIO: You may install DataFlex Studio on any computer of which you are the primary user. You may use DataFlex Studio on only one computer at a time. You may not share or otherwise allow another person to use your DataFlex Studio or a DataFlex Studio designated solely for your use. You may use DataFlex Studio to design, write, compile and test Application Software. For the purpose of creating Application Software, you may use and incorporate into your compiled Application Software program code, modules, packages, libraries and components installed with DataFlex Studio. You may deploy in your legal business entity compiled Application Software you create provided that properly licensed DataFlex Windows Client, DataFlex Web Client, DataFlex WebApp Server and DataFlex Connectivity Kit Licenses are provided for each End User. DataFlex Studio includes a three-user DataFlex Windows Client with Connectivity Kit License and a three-user DataFlex Web Client License for use solely within your business. Four or more End Users in your business require the purchase of additional licenses. You may distribute to third parties compiled Application Software you create provided that you acquire for the End User or the End User acquires a valid license for the DataFlex Windows Client, DataFlex Web Client or DataFlex WebApp Server and DataFlex Connectivity Kit as appropriate to the requirements of your Application Software.

The License for DataFlex Studio includes entitlement to deploy and use a DataFlex WebApp Testing Server (“Testing Server”) for development and testing use only; production deployment and/or use of the Testing Server is not licensed. For your Application Software development and testing purposes only, you may install the Testing Server on a development

computer of which you are the primary user. Solely for the purposes of pre-production testing of Application Software that requires a DataFlex WebApp Server, you may install the Testing Server on a Server Instance accessible by End User testers and use the Testing Server to assess the quality and suitability for production use of your Application Software. The number of End User testers that access the Testing Server is not restricted. You are responsible for the limited, correct and compliant use of the Testing Server. Solely with respect to electronic documents included with the Software Product, you may make copies (either in hardcopy or electronic form), provided that such copies are only for your use with the Software Product and are not republished or distributed to any third party.

If you are an individual person, the entitlements in this DataFlex Studio license are granted only to you. If you are a legal business entity, you may designate one named person to exercise the rights to use DataFlex Studio granted above. Your designated user shall be referred to as you in this section. The designation of one named person to exercise your license rights does not create a separate, additional license for the designated user; licensee rights and responsibilities are non-transferrable and remain yours.

**1.2 LICENSE FOR DATAFLEX PERSONAL:** For the purposes of the License for DataFlex Personal “you” means a private, individual person not acting as or on behalf of a public or private business, organization, school, for-profit or not-for-profit entity of any kind whatsoever. You may install and use DataFlex Personal on one computer of which you are the primary user. You may use DataFlex Personal to design, write, compile and test Application Software solely for personal, private, non-commercial use. You may use and incorporate into your compiled Application Software program code, modules, packages and components supplied with DataFlex Personal. DataFlex Personal includes a DataFlex Personal Windows Client with Connectivity Kit License for the personal, private, non-commercial use of your Application Software by up to three non-commercial End Users. You may distribute to third parties compiled Application Software you create solely for their personal, private, non-commercial use as long as you also provide End Users of your Application Software with 1) a copy of the Personal Windows Client with Connectivity Kit included with the Software Product, 2) your Personal License Registration Code and 3) your End User License Agreement. Your End User License Agreement must define the personal, private, non-commercial usage restrictions applicable to your Application Software.

DataFlex Personal includes a Personal DataFlex WebApp Server Lite for the development and testing of personal, private, non-commercial Web Application Software on one computer of which you are the primary user provided that such computer is not used to publish web Application Software for any third party. You may install and use the Personal DataFlex WebApp Server Lite on one Server Instance accessible to third parties via the internet provided that your Application Software is strictly for your personal, private, non-commercial use. You may not distribute the Personal Web Application Server Lite to third parties in any form or manner whatsoever.

High school, secondary school, college or university students may use DataFlex Personal in classroom learning environments of not-for-profit educational institutions provided that each student acquires his/her own unique license serial number and registration code from DAC.

Solely with respect to electronic documents included with the Software Product, you may make copies (either in hardcopy or electronic form), provided that such copies are only for your use in operating this Software Product and are not republished or distributed to any third

party. If you have questions about the appropriate use of DataFlex Personal, contact DAC, the nearest Data Access Worldwide regional office or Channel Partner.

**1.3 LICENSE FOR DATAFLEX WINDOWS CLIENT:** You may install and/or use the DataFlex Windows Client on Personal Computers or on one or more Server Instances provided that no more than the licensed Number of End Users use the DataFlex Windows Client. If the licensed Number of End Users is one, you may not install or authorize third parties to install the DataFlex Windows Client on a Server Instance and you may not use the DataFlex Windows Client in any mode of operation that enables an End User of your Application Software to exchange data with another user of your Application Software or to share data or databases. The DataFlex Windows client is licensed solely for the execution of Windows desktop Application Software. The DataFlex Windows Client is not licensed for any form of use in which 1) End Users access the resources of the DataFlex Windows Client over the Internet or 2) End Users or other programs or processes or third-party products execute Application Software using the DataFlex Windows Client where the End User, other program or process or third party product requests and/or responses originate over the Internet or where data is served by the DataFlex Windows Client over the Internet. Notwithstanding the foregoing, the use of Windows Remote Desktop Services (formerly Windows Terminal Services), CitrixXenApp and similar remote desktop application sharing environments that enable End Users to access over the internet Windows desktop Application Software that uses the DataFlex Windows Client is licensed.

**1.4 LICENSE FOR DATAFLEX WINDOWS CLIENT DISTRIBUTION:** You may distribute one DataFlex Windows Client (each with a Number of End Users = one) with each copy of your Application Software provided that your Application Software license limits use of the Distributed DataFlex Windows Client to only a single End User computer system and that your Application Software does not allow your End Users to share common databases. The DataFlex Windows Client is not licensed for any form of operation in which 1) End Users access the resources of the DataFlex Windows Client over the Internet or 2) End Users or other programs or processes or third-party products execute Application Software running on the DataFlex Windows Client where the End User, other program or process or product requests and/or responses originate over the Internet or where data is served by the DataFlex Windows Client over the Internet.

**1.5 LICENSE FOR DATAFLEX WEB CLIENT:** The DataFlex Web Client license is an entitlement for a defined Number of Named End Users to access and use web Application Software installed on a DataFlex WebApp Server. Web Client licenses may not be shared among End Users –each Named End User of the web Application Software must have an individually assigned license for a DataFlex Web Client. To enable licensed DataFlex Web Client Named End Users to access your web Application Software, You are entitled to install a DataFlex WebApp Server provided that only the licensed Named End Users use the DataFlex WebApp Server Software. Multiple instances of DataFlex WebApp Server may be installed to support a large Numbers of Named End Users. Each installed DataFlex WebApp Server used with Web Clients must have a unique serial number and registration code provided by DAC.

**1.6 LICENSE FOR DATAFLEX WINDOWS/WEB COMBO CLIENT:** The Windows/Web Combo Client license is an entitlement for a defined Named Number of End Users to use both

a Windows Client and a Web Client according to their respective license definitions, entitlements and limitations. Windows/Web Combo Clients may not be shared among users – each End User must be uniquely named and must have an individually assigned Combo license that cannot be used by another End User. Windows/Web Combo Client Licenses may not be “unbundled” and used by different groups of End Users.

**1.7 LICENSE FOR DATAFLEX WEB APPLICATIONS:** The license for Web Applications is an entitlement to install and use a specified Number of Web Applications on one DataFlex WebApp Server. You may install one DataFlex WebApp Server to execute the licensed Number of Applications. The Number of Web Applications installed on the DataFlex WebApp Server must not exceed the licensed Number of Web Applications authorized according to the Software Product Price List or Product Information Document applicable to your country. Notwithstanding any other provision of this License Agreement, a DataFlex Web Application license does not include entitlement to host, operate or offer “Software as a Service” (SaaS) web Application Software whereby End Users pay recurring fees to use hosted web applications or the services of such applications via a web browser or web service. SaaS licensing terms, conditions and pricing are available. Contact Data Access Corporation, a regional Data Access Worldwide office or Channel Partner for SaaS licensing details.

**1.8 LICENSE FOR DATAFLEX CONNECTIVITY KITS:** You may install and/or use DataFlex Connectivity Kits on Personal Computers or Server Instances with DataFlex Windows Clients and Application Software provided that no more than the licensed Number of End Users use the DataFlex Connectivity Kits. You may install and/or use DataFlex Connectivity Kits on Server Instances with DataFlex Web Application licenses or Web Client licenses and Application Software running on DataFlex WebApp Server provided that no more than the licensed Number of Applications or the licensed Number of named End users use the DataFlex Connectivity Kit.

To increase the Number of End Users, Number of Named End Users or Number of Applications, contact your Application Software’s developer or Data Access Corporation, a regional Data Access Worldwide office or Channel Partner.

**1.9 LICENSE FOR DATAFLEX STUDIO FOR EDUCATIONAL USE:** You may install the Software Product on one computer. You may use the Software Product to design, write, compile and test Application Software solely in connection with courses in the field of computer science, computer programming or application software design and development that you take at an accredited, not-for-profit educational institution. You may use and incorporate into your Application Software program code, modules, packages and components supplied with the Software Product for the purpose of creating Application Software provided that your Application Software is developed solely in connection with your education. You may not deploy or otherwise distribute to third parties compiled Application Software you create except when providing the results of your work to others involved in your education. Solely with respect to electronic documents included with the Software Product, you may make printed copies, provided that such copies are only for your use in operating this Software Product and are not republished or distributed to any third party.

An “EVALUATION LICENSE” for any DAC Software Product grants you entitlement to install and use the particular Software Product on one computer of which you are the primary user.

You may use the Software Product to design, write, compile and test Application Software solely for the purpose of evaluating the Software Product's suitability for your requirements. You may not deploy or otherwise distribute to third parties compiled Application Software you create with an Evaluation License except when providing the results of your work to others directly involved in the evaluation process. Solely with respect to electronic documents included with the Software Product, you may make printed copies, provided that such copies shall be only for your use in operating this Software Product and are not republished or distributed to any third party.

NOTICE: Evaluation Licenses and Educational Licenses may have specifications that vary from released commercial Software Product licenses purchased at retail. Evaluation and Educational Licenses may have internal controls that cause them to cease to operate after a certain date. Your license to use an Evaluation or Educational License expires on the first to occur of the following: a date defined in writing by Data Access Corporation or the action of an internal control that causes operation of the Software Product to cease. You accept full responsibility to know and understand the limits of your License and to ensure that the terms and conditions of the license, its specifications and time limitations, if any, are appropriate to your use of the Software Product.

You may purchase commercial versions of Evaluation and Educational Software Products to deploy or distribute compiled Application Software. Regardless of the effect of any internal controls that may or may not be present in the Software Product, if License is granted for a specific period of time, your rights to use the Software Product cease upon the expiration of the licensed period. Contact the nearest Data Access Worldwide regional office or Channel Partner for more information.

## 2. RESERVATION OF RIGHTS.

Except as expressly granted herein, DAC retains all right, title and interest in and to the Software Products and any copies of the Software Products, regardless of location or the form in which the copies may exist. The Software Products' design, structure, organization and source code are valuable trade secrets of DAC and its suppliers and are protected under U.S. and international copyright and trade secret laws.

## 3. COPYRIGHT.

All copyrights in and to the Software Products, in all forms, and all copies of the Software Products wherever situated are owned by DAC or its suppliers. The Software Products are protected by copyright laws and international treaty provisions. Therefore, you must treat the Software Products like any other copyrighted material except that you may make one copy of a properly licensed Software Product solely for inactive backup or archival purposes.

## 4. DESCRIPTION OF OTHER SOFTWARE PRODUCT RIGHTS AND LIMITATIONS.

You may not sublicense, reproduce, distribute, transmit, market, sell, assign, transfer, disclose, translate, modify, disassemble, or reverse engineer any Software Product by any means or in any form, or create derivative works based on the Software Products, or any portions thereof, or obtain possession of any source code or other technical material relating to Software Products. Notwithstanding the foregoing, if the Software Product is a DataFlex WebApp Server, use of the Software Product on a Server Instance you own or control or use via

commercial Internet hosting services or so-called "cloud computing" services is allowed provided that the Software Product is otherwise installed and used according to the entitlements and restrictions of this License Agreement. You agree not to export the Software Products outside of the country in which it was originally licensed. You agree not to remove, alter, or obscure any copyright notices or proprietary legends contained on the media or included in the Software Products and their installation programs. You agree that the Number of End Users, Number of Named End Users, Number of Applications or other specifications written on the invoice, purchase order, product label or other documents applicable to defining the Software Product's use is incorporated into this License Agreement for the purpose of defining the limits of your use. You agree not to allow more than the licensed Number of End Users or Number of Named End Users to use the Software Product. You agree not to install or use more than the licensed Number of Applications on DataFlex WebApp Server. You agree not to interfere with or remove any technical limitations on the Number of End Users, Number of Named End Users, Number of Applications, number of terminals, workstations or personal computers, devices or other restrictions that may be incorporated into the Software Product. You further agree that although the Software Product maybe restricted by technical means, that the terms, restrictions and limitations of use defined in this License Agreement shall take precedence over any physical mechanism that restricts or attempts to restrict the use of the Software Product. You agree not to use a sub-component of a Software Product for any purpose other than the use licensed herein. You may distribute your Application Software source code to others but you may not distribute DAC source code, packages, development modules or components with your source code. If Software Product incorporates Codejock Software ActiveX controls, said controls shall be subject to the same terms and conditions, restrictions and limitations as DAC's Software Product. Use of any incorporated Codejock Software ActiveX controls with any product other than DataFlex is a violation of this license agreement and is NOT licensed hereunder. If the Software Product includes the software of any third party, the third party software shall be subject to the same terms, conditions, restrictions and limitations as DAC's Software Product.

#### 5. DESCRIPTION OF TERMS AND LIMITATIONS FOR APPLICATION SOFTWARE

DAC makes no claims upon Application Software you create. Subject to the other provisions and limitations of this License Agreement, you may distribute DataFlex Windows Clients, DataFlex Web Clients, DataFlex Connectivity Kits or DataFlex WebApp Servers with Application Software you create provided that you include or otherwise provide a valid, fully paid license for each End User of your Application Software or for the Number of Applications installed on a DataFlex WebApp Server. If you do not distribute DataFlex Windows Clients, DataFlex WebClients, DataFlex Connectivity Kits or DataFlex WebApp Servers with your Application Software, your End User customers must purchase the required Software Product directly from DAC or a Data Access Worldwide Regional Office or Channel Partner. You further confirm and agree that your Application Software bears your valid copyright notice and the words "Portions Copyright Data Access Corporation" in the same location, type size and style as your copyright notice. You acknowledge and agree that DAC makes no representations and provides no warranty for your Application Software. You accept full responsibility for any and all aspects of your Application Software including but not limited to its specification, design, implementation, operation, function, support and maintenance. You agree that neither DAC nor its subsidiaries, affiliates, officers, directors, representatives, employees or shareholders have or shall have any responsibilities or liabilities whatsoever to

you or to End Users of your Application Software. You agree to indemnify and hold DAC, its subsidiaries, affiliates, officers, directors, representatives, employees, shareholders and suppliers harmless from and against any claims or liabilities arising from or as a result of any use of your Application Software. You agree not to create or distribute Application Software that provides EndUsers or other third parties with the general capability to create ApplicationSoftware or to create and deploy databases of their own design.

#### 6. DESCRIPTION OF ADDITIONAL SOFTWARE SUBJECT TO THIS LICENSE AGREEMENT

Unless a subsequent License Agreement is provided, the terms of this License Agreement apply to all Software Product updates, subscriptions, revisions, supplements, additional feature components, or other components that DAC may provide or make available without a specific License Agreement after the effective date of this License Agreement. By installing and using any new or updated Software Product accompanied by this License Agreement, You agree that the terms and conditions of this License Agreement replace and supersede the terms and conditions of the License Agreement originally applicable to any prior revisions of DAC Software Products still used by the licensee.

#### 7. TERMINATION.

This License Agreement terminates automatically upon your failure to comply with its terms or conditions. Without prejudice to any other rights, DAC may terminate this License Agreement immediately if you fail to comply with the terms and conditions hereof. In the event of termination, you must immediately cease all use of the Software Product, cease use and/or distribution of Application Software created with the Software Products licensed herein and destroy all copies of the Software Products in your possession.

#### 8. EXPORT.

You will not ship, transfer or export, directly or indirectly, electronically or otherwise, the Software Products into any country prohibited by the United States Export Administration Act and any related regulations (the "Act"), nor will you use the Software Products for any purpose prohibited by the Act or by the laws of the United States or the country in which you are located.

#### 9. U.S. GOVERNMENT RESTRICTED RIGHTS.

THE SOFTWARE PRODUCTS AND DOCUMENTATION ARE PROVIDED WITH RESTRICTED RIGHTS. USE, DUPLICATION, OR DISCLOSURE BY THE GOVERNMENT IS SUBJECT TO THE RESTRICTIONS SET FORTH IN SUBPARAGRAPH (C)(1)(II) OF THE RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE CLAUSE AT DFARS 252.227-7013 OR SUBPARAGRAPHS (C)(1) AND (2) OF THE COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS AT 48 CFR 52.227-19, AS APPLICABLE AND AS MAY BE AMENDED. MANUFACTURER IS DATA ACCESS CORPORATION/14000SW 119th AVENUE/MIAMI, FL/United States 33186-6017.

#### 10. MISCELLANEOUS

This License Agreement is the entire agreement between you and DAC and supersedes any proposal or prior agreement, offer, oral or written, in hardcopy or electronic in any form, and any other communications relating to the subject matter of this License Agreement.

Any and all fees and payments shall be exclusive of foreign, state and local use, sales, property, internet and electronic commerce taxes, whether current or future to pay any and all such taxes.

If you acquired the Software Product in the United States, this License Agreement is governed by the laws of the State of Florida. If you acquired the Software Product outside the United States, then Florida, USA law applies unless local law definitively takes precedence. The United Nations Convention on the International Sale of Goods and The United Nations Convention on the Formation of Contracts for the International Sale of Goods shall not apply to this License Agreement or the parties hereto.

Should you have any questions concerning this License Agreement, or if you desire to contact Data Access Corporation for any reason, please contact the Data Access Corporation subsidiary serving your country, or write: Data Access Corporation, 14000 SW 119th Avenue/Miami, FL 33186-6017 USA.

#### LIMITED WARRANTY

For a period of thirty days from the date of invoice, DAC warrants that the licensed Software Product will perform substantially in accordance with the accompanying documentation created by DAC. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the Software Products are limited to ninety days. The general limited warranty varies according to the specific Software Product licensed as follows:

DataFlex Personal is provided as-is, without warranty of any kind.

DataFlex Windows Client and DataFlex Web Client Software Products are provided as-is, without warranty of any kind.

DataFlex WebApp Servers are provided as-is, without warranty of any kind.

Connectivity Kits are provided as-is, without warranty of any kind.

Educational Software Products are provided as-is, without warranty of any kind.

Evaluation Software Products are provided as-is, without warranty of any kind.

Regardless of the form or action, whether in contract, negligence, strict liability, tort, products liability, or otherwise, you agree that DAC's and its suppliers' entire liability and your exclusive remedy shall be, at DAC's sole option, either (a) return of the license price paid, or (b) repair or replacement of the Software Product that does not meet DAC's Limited Warranty as described above and which is returned to DAC with a copy of your receipt. This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse, or misapplication or if the Software Product has been modified in any way whatsoever. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by DAC are available without proof of purchase from an authorized source. The parties acknowledge that these remedies are reasonable based on the nature of the Software Products and shall not be deemed unreasonable or to fail of their essential purpose.

NO OTHER WARRANTIES OR CONDITIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAC AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE PRODUCTS AND ANY OTHER PRODUCTS OR GOODS PROVIDED BY DAC. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DAC, OR ITS SUPPLIERS, OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCTS, OR ANY OTHER PRODUCTS OR GOODS PROVIDED BY DAC OR ANY PORTION THEREOF, EVEN IF DAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **Data Access Corporation Software License Agreement**

Software Products: Visual DataFlex Studio; Visual DataFlex Personal; Visual DataFlex Client Engine; Visual DataFlex Client Engine Distribution License; Visual DataFlex Location License; Visual DataFlex Web Application Server; Visual DataFlex Studio Educational License; Visual DataFlex Studio Evaluation License; Visual DataFlex Testing License; Connectivity Kit

**IMPORTANT - READ CAREFULLY:** This License Agreement is a binding legal agreement between You and Data Access Corporation ("DAC") for the Software Product(s) identified above, which includes computer software and associated media, and may include "online", electronic or printed documentation and associated materials (collectively the "Software Product(s)"). By installing, copying, or using a Software Product or any part thereof, You warrant that You have the authority to enter into this License Agreement and You agree to be legally bound by its terms and conditions, the limited warranties and limitations of liability and restrictions expressed herein. If You do not agree to all terms and conditions of this License Agreement, You are not authorized to install or use the Software Product(s).

### **DEFINITIONS**

“Application Developer” or “Developer” – a person who creates (develops) Application Software

“Application Software” or “Application” – A software program created with Visual DataFlex Studio or Visual DataFlex Personal that enables an End User to accomplish a task

“Application Software Development System” or “Development System” – Software, the purpose and facilities of which are to enable an Application Developer to create Application Software.

“Client Engine” – Visual DataFlex software installed on or executed on an End User’s computer to enable the function and operation of Application Software.

“End User” – a person that uses Application Software.

“Location” – One physical building with a unique postal mail address. Multi-building facilities and campuses do not qualify as a Location.

“Location License” – An entitlement granted to End Users at a Location to install and operate Visual DataFlex Client Engines and Client Engines with Connectivity Kits with Application Software according to the terms of this License Agreement. A Location License is not a corporate license. A Location License is not an unlimited use license.

“Client Engine License” – An entitlement granted to a Number of End Users to install and/or use a Client Engine or Engines according to the terms and conditions of this License Agreement.

“Connectivity Kit License” – An entitlement granted to a Number of End Users to install and/or use a Connectivity Kit or Kits according to the terms and conditions of this License Agreement.

“Number of CPUs” – The number of CPUs (Central Processing Units) installed in a Hardware Server. For single-package, multi-core CPUs, each physical CPU device, regardless of the number of cores, shall be considered one CPU when determining the Number of CPUs.

“Number of End Users” – The number of End Users within one legal business entity licensed to concurrently use a Software Product under the terms and conditions of this License Agreement.

“Server Operating System” – A computer operating system installed directly on a physical hardware server or a running virtual instance of a computer operating system configured to share resources among multiple End Users’ computers that are connected to it. Non-running, stored virtual instances of computer operating systems do not require licenses. End Users can use a variety of technologies to connect to a Server Operating System or Systems including but not limited to local area networks, wide area networks, serial terminals, terminal emulation, remote terminal server software, PC emulation software any or all of which might operate through serial or Ethernet or Internet connections. The technology of a connection is not consequential to the definition of a Server Operating System; the existence of multiple End User connections and the sharing of resources are the essence of a Server Operating System for the purposes of this License Agreement.

“Testing License” – A license to use an unreleased Software Product solely for the purpose of evaluating its performance and compliance with the functionality and specifications anticipated when it might eventually release.

“You” or “Your” – For Studio Licenses: an individual person or in a legal business entity one named person designated to exercise the right to use the Software Product according to the terms and conditions of this License Agreement. If licensee is a legal business entity, designation of a named person to exercise licensee’s rights does not create an additional license for the designee as an individual; all rights and responsibilities remain licensees. For Personal Licenses: a private individual person not acting as or on behalf of a business, organization or commercial undertaking of any kind. For Client Engine and Connectivity Kit Licenses: an

individual person or in a legal business entity the person or persons designated to exercise the right to use the Software Product according to the terms and conditions of this License Agreement. For Web Application Servers: an individual person or a legal business that uses the Software Product. For Personal Web Application Servers: an individual person that uses the Software Product solely for personal, private, non-commercial purposes.

## SOFTWARE PRODUCT LICENSE

The Software Product(s) are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software Products are licensed, not sold.

### 1. GRANT OF LICENSE.

FOR SOFTWARE PRODUCTS DESCRIBED AS “VISUAL DATAFLEX STUDIO”: Subject to the terms and conditions hereof, this LICENSE grants You the following limited, non-exclusive rights: You may install the Software Product on any computer of which You are the primary user. You may use the Software Product on only one computer at a time. The Software Product is in "use" when it is loaded into the temporary memory (i.e., RAM) of the computer upon which You are working. You may use the Software Product to design, write, compile and test Application Software. You may use and incorporate into Your Application Software program code, modules, packages, libraries and components installed with the Software Product for the purpose of creating Application Software. You may deploy in Your legal business entity compiled Application Software You create as long as each End User is provided with a licensed Client Engine and, if needed a Connectivity Kit. Software Product includes a Client Engine with Connectivity Kit License for three End Users; additional End Users require additional licenses. You may distribute to third parties compiled Application Software You create provided that You acquire or the End User acquires a valid Client Engine and, if needed, Connectivity Kit License for each End User that uses Your Application. Software Product includes a Web Application Server Lite version for development use solely by You and for deployment by You or Your legal business entity on only one Server Operating System. Any re-deployment of web-based Application Software on additional Server Operating Systems or on the Server Operating Systems of End Users requires an appropriate, individual Web Application Server license. Solely with respect to electronic documents included with the Software Product, You may make copies (either in hardcopy or electronic form), provided that such copies are only for Your use in operating this Software Product and are not republished or distributed to any third party.

FOR SOFTWARE PRODUCTS DESCRIBED AS “VISUAL DATAFLEX PERSONAL”: Subject to the terms and conditions hereof, this LICENSE grants You the following limited, non-exclusive rights: You may install the Software Product on any computer of which You are the primary user. You may use the Software Product on only one computer at a time. The Software Product is in "use" when it is loaded into the temporary memory (i.e., RAM) of the computer upon which You are working. You may use the Software Product to design, write, compile and test Application Software solely for personal, private, non-commercial use. You may use and incorporate into Your Application Software program code, modules, packages and components supplied with the Software Product for the purpose of creating Your Application Software. Software Product includes a Personal Client Engine with Connectivity Kit License

for the personal, private, non-commercial use of Your Application Software by three End Users. You may distribute to third parties compiled Application Software You create solely for their personal, private, non-commercial as long as you also provide End Users of Your Application Software with 1) a copy of the Personal Client Engine with Connectivity Kit included with the Software Product, 2) Your Personal License Registration Code and 3) an End User License Agreement. Your End User License Agreement must define the personal, private, non-commercial usage restrictions applicable to Your Application Software created with the Software Product. Software Product includes a Personal Web Application Server for the development and testing of personal, private, non-commercial web Application Software on any computer of which you are the primary user provided that such computer is not used to publish web Application Software for any third party. You may install the Personal Web Application Server on one Server Operating System accessible to third parties via the internet provided that Your Application Software is strictly for Your personal, private, non-commercial use. You may not distribute the Personal Web Application Server to third parties in any form or manner whatsoever. High school, secondary school, college or university students may use the Software Product in classroom learning environments of not-for-profit educational institutions provided that each student acquires his/her own unique license serial number and registration code from Data Access Corporation. Solely with respect to electronic documents included with the Software Product, You may make copies (either in hardcopy or electronic form), provided that such copies are only for Your use in operating this Software Product and are not republished or distributed to any third party. If you have questions about the appropriate use of Visual DataFlex Personal, contact your nearest Data Access Worldwide regional office.

**PERSONAL LICENSE RESTRICTIONS:** Visual DataFlex Personal and Application Software created with it are solely for personal, private, non-commercial use. Any other use of Visual DataFlex Personal and Application Software created with it is strictly prohibited. Use of Visual DataFlex Personal is not licensed or otherwise authorized if such use is in any form or manner associated with a commercial or financial relationship including voluntary payments or donations or in-kind exchange of goods or services between the Application Software's Developer and its End User(s). Use of Application Software developed with Visual DataFlex Personal is not licensed or otherwise authorized for use in any form or type of business, institution, organization or government agency. Application Developers may not charge professional service fees, receive in-kind goods or services or any other form of consideration for programming and compiling Application Software using Visual DataFlex Personal. Administrative use of Visual DataFlex Personal in and by educational institutions is prohibited. Application Developers may purchase fee-based, commercial Visual DataFlex licenses for uses that are restricted or prohibited by the Personal License

**FOR SOFTWARE PRODUCTS DESCRIBED AS "VISUAL DATAFLEX CLIENT ENGINE":** Subject to the terms and conditions hereof, this License Agreement grants You the following limited, non-exclusive rights: You may install and/or use the Software Product on Personal Computers or on one or more Server Operating Systems provided that no more than the licensed Number of End Users concurrently use the Software Product. If the licensed Number of End Users is one, You may not install or authorize third parties to install the Software Product on a Server Operating System and You may not use the Software Product in any mode

of operation that enables an End User of Your Application Software to exchange data with another user of Your Application Software or to share data or databases.

FOR SOFTWARE PRODUCTS DESCRIBED AS “VISUAL DATAFLEX CLIENT ENGINE DISTRIBUTION LICENSE”: Subject to the terms and conditions hereof, this License Agreement grants You the following limited, non-exclusive rights: You may distribute one Client Engine for ONE End User (Number of End Users = one) with each copy of Application Software You develop provided that You license Your Application Software for use only on a single End User computer system and that Your Application Software distributed under this license does not allow multiple users of Your Application to share common databases. The entitlements, restrictions and limitations of the Client Engine License defined above apply to each Client Engine distributed with Your Application Software.

FOR SOFTWARE PRODUCTS DESCRIBED AS “LOCATION LICENSE”: Subject to the terms and conditions hereof, this License Agreement grants You the following limited, non-exclusive rights: You may install Client Engines with your Application Software on any or all Personal Computers and any or all Server Operating Systems at Your Location provided that only End Users located at Your Location use the Application Software. Remotely located End Users may not use the Software through any form of connection to the licensed Location. You may not install the Software Product at a site that is not the licensed Location. Client Engines are in "use" when they are loaded into the temporary memory (i.e., RAM) of a Personal Computer or Server Operating System.

LOCATION LICENSE RESTRICTIONS: Location Licenses provide entitlements to only one business entity – each business entity at a Location must have appropriate Client Engine or Location Licenses. Neither remote facilities such as branch offices nor remote End Users nor remote End Users connecting to Servers at a licensed Location are entitled to use Client Engines under the provisions of a Location License. Specifically excluded forms of remote connection are Microsoft Terminal Services and Citrix application virtualization technologies. Notwithstanding the foregoing, End Users that routinely work on notebook computers at a licensed Location are granted entitlement to use Client Engines on their notebook computers while traveling.

FOR SOFTWARE PRODUCTS DESCRIBED AS “CONNECTIVITY KITS”: Subject to the terms and conditions hereof, this License Agreement grants You the following limited, non-exclusive rights: You may install and/or use the Software Product on Personal Computers or on one or more Server Operating Systems provided that no more than the licensed Number of End Users concurrently use the Software Product.

To increase the Number of End Users, contact Your Application Developer or Data Access Worldwide.

FOR SOFTWARE PRODUCTS DESCRIBED AS “WEB APPLICATION SERVER”: Subject to the terms and conditions hereof, this License Agreement grants You the following limited, non-exclusive rights: You may install and operate the software on one Server Operating System. Each running virtual instance of a computer operating system requires its own, unique

license even multiple virtual operating system instances are running on a single physical computer.

FOR ANY SOFTWARE PRODUCT DESCRIBED AS "TESTING LICENSE": Subject to the terms and conditions hereof, this LICENSE grants You the following limited, non-exclusive rights: You may install and use the Software Product on any computer of which You are the primary user. You shall have no other rights in or to the Software Product, and shall take reasonable steps to prevent the unauthorized disclosure or use of the Software Product. You agree to provide to DAC information containing detailed results of Your testing and use of the Software Product and to respond in a timely manner to all Testing Questionnaires published by DAC. The Software Product is in "use" when it is loaded into the temporary memory (i.e., RAM) of the computer upon which You are working. You may use the Software Product to design, write, compile and test your Application Software solely for the purpose of evaluating your Application Software with the Testing software and to provide feedback to DAC about the functionality of the Software Product. You may not deploy or otherwise distribute to third parties compiled Application Software You create except when providing the results of your work to others involved in the Testing process. Solely with respect to electronic documents included with the Software Product, You may make printed copies, provided that such copies are only for Your use in operating this Software Product and are not republished or distributed to any third party.

NOTICE: Testing Licenses may have specifications that vary from released Software Product licenses. Testing Licenses are not suitable for production use and may fail to operate reliably. Testing Licenses may cause data loss and/or data corruption the occurrence of which may not be evident at the time that loss or corruption occurs. Testing Licenses may have internal controls that cause the Software Product to cease to operate after a certain date. Your License to use the Software Product expires when an internal control causes operation to cease or upon the date when the internal control would otherwise cause operation to cease. You accept full responsibility to know and understand the limits of a Testing License and to ensure that the terms and conditions of the license, the Software Product's specifications and time limitations are appropriate to Your use of the Software Product. You may purchase additional rights to use the Software Product or to deploy or distribute compiled Application Software. Regardless of the effect of any internal controls that may or may not be present in the Software Product, if Your Testing License is granted for a specific period of time, your rights to use the Software Product cease upon the expiration of the licensed period. Contact the nearest Data Access Worldwide regional office or an authorized reseller for more information.

FOR SOFTWARE PRODUCTS DESCRIBED AS "EDUCATIONAL LICENSE": Subject to the terms and conditions hereof, this License Agreement grants You the following limited, non-exclusive rights: You may install the Software Product on any computer of which You are the primary user. You may use the Software Product on only one computer at a time. The Software Product is in "use" when it is loaded into the temporary memory (i.e., RAM) of the computer upon which You are working. You may use the Software Product to design, write, compile and test Application Software solely in connection with courses in the field of computer science, computer programming or application software design and development that You take at an accredited, not-for-profit educational institution. You may use and incorporate into

Your Application Software program code, modules, packages and components supplied with the Software Product for the purpose of creating Application Software provided that Your Application Software is developed in connection with Your education. You may not deploy or otherwise distribute to third parties compiled Application Software You create except when providing the results of your work to others involved in Your education. Solely with respect to electronic documents included with the Software Product, You may make printed copies, provided that such copies are only for Your use in operating this Software Product and are not republished or distributed to any third party.

FOR SOFTWARE PRODUCTS DESCRIBED AS "EVALUATION LICENSE": Subject to the terms and conditions hereof, this License Agreement grants You the following limited, non-exclusive rights: You may install and use the Software Product on one computer of which You are the primary user. The Software Product is in "use" when it is loaded into the temporary memory (i.e., RAM) of the computer upon which You are working. You may use the Software Product to design, write, compile and test Application Software solely for the purpose of evaluating the Software Product's suitability for Your requirements. You may use and incorporate into Your Application Software program code, modules, packages and components supplied with the Software Product provided that Your Application Software is developed solely in connection with Your evaluation. You may not deploy or otherwise distribute to third parties compiled Application Software You create except when providing the results of your work to others involved in the evaluation process. Solely with respect to electronic documents included with the Software Product, You may make printed copies, provided that such copies shall be only for Your use in operating this Software Product and are not republished or distributed to any third party.

NOTICE: Evaluation Licenses and Educational Licenses may have specifications that vary from Software Product licenses purchased at retail. Such licenses may have internal controls that cause the Software Product to cease to operate after a certain date. Your License to use the Software Product expires when an internal control causes operation to cease. You accept full responsibility to know and understand the limits of Your License and to ensure that the terms and conditions of the license, its specifications and time limitations, if any, are appropriate to Your use of the Software Product.

You may purchase additional rights to use the Software Product or to deploy or distribute compiled Application Software. Regardless of the effect of any internal controls that may or may not be present in the Software Product, if Your License is granted for a specific period of time, your rights to use the Software Product cease upon the expiration of the licensed period. Contact the nearest Data Access Worldwide regional office or an authorized reseller for more information.

## 2. RESERVATION OF RIGHTS.

Except as expressly licensed herein, DAC retains all right, title and interest in and to Software Products and any copies of the Software Products, regardless of location or the form in which the copies may exist. The Software Products' design, structure, organization and source code are valuable trade secrets of DAC and its suppliers and are protected under U.S. and international trade secret laws.

### 3. COPYRIGHT.

All copyrights in and to the Software Products, in all forms, and all copies of the Software Products are owned by DAC or its suppliers. The Software Products are protected by copyright laws and international treaty provisions. Therefore, You must treat the Software Products like any other copyrighted material except that You may make one copy of a licensed Software Product solely for backup or archival purposes.

### 4. DESCRIPTION OF OTHER SOFTWARE PRODUCT RIGHTS AND LIMITATIONS.

You may not rent, lease, sublicense, reproduce, distribute, transmit, market, sell, assign, transfer, disclose, translate, modify, disassemble, or reverse engineer the Software Products by any means or in any form, or create derivative works based on the Software Products, or any portions thereof, or obtain possession of any source code or other technical material relating to Software Products. Notwithstanding the foregoing, if the Software Product is a Visual DataFlex Web Application Server, You may allow others to use the Software Product through the provision of commercial Internet hosting services provided that the Software Product is otherwise installed and used according to this License Agreement. You agree not to use or export the Software Products anywhere outside of the country in which it was originally licensed. You agree not to remove, alter, or obscure any copyright notices or proprietary legends contained on the media or included in the Software Products. You agree that the Number of End Users specified on the invoice, purchase order, product label or other documents defining the Software Product's License is incorporated into this License Agreement for the purpose of defining the limits of Your use. You agree not to allow more than the licensed Number of End Users to use the Software Product concurrently. You agree not to interfere with or remove any technical limitations on the number of terminals, workstations or personal computers or other restrictions that may be incorporated into the Software Product. You further agree that although Client Engines or Connectivity Kits or Web Application Servers may be restricted by technical means, the terms of use defined by this License Agreement and the Number of End Users shall take precedence over any physical mechanism that restricts or attempts to restrict the use of the Software Product. You agree that the specifications written on the invoice, purchase order, product label or other product documents defining the limitations of a Web Application Server, if any, are incorporated into this License Agreement for the purpose of defining the limits of Your use of the Software Product. You agree not to allow more than the specified use of the Web Application Server. You agree not to interfere with or remove any technical limitations or restrictions, if any, that may be incorporated into various Web Application Server versions. You further agree that although Web Application Server Licenses may be restricted by technical means, the terms of use defined in this License Agreement and the specifications defined by the product literature shall take precedence over any other mechanism that restricts or attempts to restrict the use of the Web Application Server. You may distribute Your Application Software source code to others but You may not distribute DAC source code, packages, modules or components with Your source code. If Software Product incorporates Codejock Software ActiveX controls, said controls shall be subject to the same terms and conditions, restrictions and limitations as DAC's Software Product. If Software Product incorporates Codejock Software controls, You are only licensed to use said controls with Visual DataFlex Studio and to deploy said controls with applications developed with Visual DataFlex Studio. Use of the Codejock Software ActiveX controls with any product other than Visual DataFlex is a violation of this license agreement and is NOT licensed hereunder. If the Software Product includes the software of any third

party, the third party software shall be subject to the same terms, conditions, restrictions and limitations as DAC's Software Product.

#### 5. DESCRIPTION OF TERMS AND LIMITATIONS FOR APPLICATION SOFTWARE

DAC makes no claims upon the Application Software You create. You may not distribute to others any Software Product that is not a Client Engine, Connectivity Kit or Web Application Server. Subject to the other provisions and limitations of this License Agreement, You may distribute Client Engines, Connectivity Kits or Web Application Servers with Application Software You create provided that You include or otherwise provide a valid Client Engine and Connectivity Kit (if needed) License for Each User of Your Application or a Web Application Server License for each Server Operating System and You comply with the following conditions: a) Your Application Software must bear Your valid copyright notice and the words "Portions Copyright Data Access Corporation" in the same location, type size and style as Your copyright notice; b) You acknowledge and agree that DAC makes no representations and provides no warranty for Your Application Software; c) You accept full responsibility for any and all aspects of Application Software that You create including but not limited to its specification, operation, function, support and maintenance; d) You agree that neither DAC nor its subsidiaries, affiliates, officers, directors, representatives, employees or shareholders have or shall have any responsibilities or liabilities whatsoever to users of Your Application Software; e) You agree to indemnify and hold DAC, its subsidiaries, affiliates, officers, directors, representatives, employees, shareholders and suppliers harmless from and against any claims or liabilities arising from or as a result of the use of Your Application Software; f) You agree to only distribute Application Software using a valid, registered License used in accordance with this License Agreement, and the Software Product's documentation and specifications; g) Your Application Software does not provide to End Users with the general capability to create Applications or create and deploy databases of their own design. You are responsible for the provision of correctly licensed Client Engines, Connectivity Kits and Web Application Servers with Your Application Software.

#### 6. DESCRIPTION OF ADDITIONAL SOFTWARE SUBJECT TO LICENSE

Unless a subsequent license is provided, the terms of this License Agreement apply to all Software Product updates, supplements, additional feature components, or other components that DAC may provide to You or make available to You after the effective date of this License Agreement.

#### 7. Termination.

This License Agreement terminates automatically upon Your failure to comply with its terms or conditions. Without prejudice to any other rights, DAC may terminate this License Agreement immediately if You fail to comply with the terms and conditions hereof. In the event of termination, You must immediately cease all use of the Software Product, cease distribution of Application Software created the Software Products licensed herein and destroy all copies of the Software Products in Your possession.

#### 8. EXPORT.

You will not ship, transfer or export, directly or indirectly, electronically or otherwise, the Software Products into any country prohibited by the United States Export Administration Act and any related regulations (the "Act"), nor will You use the Software Products for any purpose prohibited by the Act or by the laws of the United States or the country in which You are located.

#### 9. U.S. GOVERNMENT RESTRICTED RIGHTS.

THE SOFTWARE PRODUCTS AND DOCUMENTATION ARE PROVIDED WITH RESTRICTED RIGHTS. USE, DUPLICATION, OR DISCLOSURE BY THE GOVERNMENT IS SUBJECT TO THE RESTRICTIONS SET FORTH IN SUBPARAGRAPH (C)(1)(II) OF THE RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE CLAUSE AT DFARS 252.227-7013 OR SUBPARAGRAPHS (C)(1) AND (2) OF THE COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS AT 48 CFR 52.227-19, AS APPLICABLE AND AS MAY BE AMENDED. MANUFACTURER IS DATA ACCESS CORPORATION/14000 SW 119th AVENUE/MIAMI, FL/United States 33186-6017.

#### 10. MISCELLANEOUS

This License Agreement is the entire agreement between You and DAC and supersedes any proposal or prior agreement, offer, oral or written, hardcopy or electronic in any form, and any other communications relating to the subject matter of this License Agreement.

Any and all fees and payments shall be exclusive of foreign, state and local use, sales, property, internet and electronic commerce taxes, whether current or future. You agree to pay any and all such taxes.

If You acquired the Software Product in the United States, this License Agreement is governed by the laws of the State of Florida. If You acquired the Software Product outside the United States, then local law may apply. The United Nations Convention on the International Sale of Goods and The United Nations Convention on the Formation of Contracts for the International Sale of Goods shall not apply to this License Agreement or the parties hereto.

Should You have any questions concerning this License Agreement, or if You desire to contact Data Access Corporation for any reason, please contact the Data Access Corporation subsidiary serving Your country, or write: Data Access Corporation, 14000 SW 119th Avenue/Miami, FL 33186-6017.

#### LIMITED WARRANTY

GENERAL – LIMITED WARRANTY. For a period of thirty days from the date of receipt DAC warrants that the licensed Software Product will perform substantially in accordance with the accompanying documentation created by DAC. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to You. To the extent allowed by applicable law, implied warranties on the Software Products are limited to ninety days. The general limited warranty varies according to the specific Software Product licensed as follows:

PERSONAL LICENSES: Software Products used under Personal Licenses are provided as-is, without warranty of any kind.

**CLIENT ENGINE LICENSES:** Software Products used under Client Engine Licenses are provided as-is, without warranty of any kind.

**CONNECTIVITY KIT LICENSES:** Software Products used under Connectivity Kit Licenses are provided as-is, without warranty of any kind.

**EDUCATIONAL LICENSES:** Software Products used under Educational Licenses are provided as-is, without warranty of any kind.

**EVALUATION LICENSES:** Software Products used under Evaluation Licenses are provided as-is, without warranty of any kind.

**TESTING LICENSES:** Software Products used under Testing Licenses are explicitly provided as-is, without warranty of any kind whatsoever. Licensee assumes any and all risks associated with the use to Testing Licenses.

**CUSTOMER REMEDIES.** Regardless of the form or action, whether in contract, negligence, strict liability, tort, products liability, or otherwise, DAC's and its suppliers' entire liability and Your exclusive remedy shall be, at DAC's option, either (a) return of the price paid, or (b) repair or replacement of the Software Product that does not meet DAC's Limited Warranty as described above and which is returned to DAC with a copy of Your receipt. This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse, or misapplication. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by DAC are available without proof of purchase from an authorized international source. The parties acknowledge that these remedies are reasonable based on the nature of the Software Products and shall not be deemed to unreasonable or to fail of their essential purpose.

**NO OTHER WARRANTIES OR CONDITIONS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAC AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE PRODUCTS AND ANY OTHER PRODUCTS OR GOODS PROVIDED BY DAC. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

**NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DAC OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCTS, OR ANY OTHER PRODUCTS OR GOODS PROVIDED BY DAC OR ANY PORTION THEREOF, EVEN IF DAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## Flexera InstallShield License

### FLEXERA SOFTWARE END-USER LICENSE AGREEMENT

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement (“Agreement”) is a legal contract between you, either (a) an individual user or (b) a business organization (in either case the “Licensee”), and Flexera Software for the Software.

As used herein, for Licensees in Japan, “Flexera Software” means Flexera Software GK, a Godo Kaisha organized under the laws of Japan; for Licensees in Europe, Middle East, Africa, or India, “Flexera Software” means Flexera Software Limited, a private company limited by shares and incorporated in England and Wales with company number 6524874; for Licensees in Australia and New Zealand, “Flexera Software” means Flexera Software Pty Limited, with ABN 40 052 412 156 and for Licensees outside of the countries listed above, “Flexera Software” means Flexera Software LLC, a Delaware limited liability company.

By clicking on the “I ACCEPT” button or by copying, downloading, accessing or otherwise using the Software, Licensee agrees to be bound by the terms of this Agreement and Licensee represents that Licensee is authorized to enter into this Agreement on behalf of Licensee’s corporate entity (if applicable). If Licensee does not wish to be bound by the terms of this Agreement, Licensee must click the “I DO NOT ACCEPT” button, and/or Licensee must not install, access or use the Software. If Licensee has a separately executed written software license agreement and order schedule with Flexera Software for the Software, then such separate agreement shall apply and this End User License Agreement shall be of no force or effect with respect to such Software.

#### I. DEFINITIONS

“Affiliate” means any entity under the control of Licensee where “control” means ownership of or the right to control greater than 50% of the voting securities of such entity.

“Cloud Site” means the website hosted by Flexera Software through which Licensee may access Cloud Software. “Cloud Software” means Software provided in a cloud-based software as a service delivery model.

“Confidential Information” means any business and/or technical information that is received by a party (“Recipient”) from the disclosing party (“Discloser”) that a) is in written, recorded, graphical or other tangible form and is marked “Confidential” or “Trade Secret” or similar designation; b) is in oral form and identified by the Discloser as “Confidential” or “Trade Secret” or similar designation at the time of disclosure, with subsequent confirmation in writing within thirty (30) days of such disclosure; or c) could reasonably be construed to be confidential.

“Contractor” means any third party contracted by Licensee to perform services on behalf of and for the benefit of Licensee.

“Documentation” means the technical specification documentation generally made available by Flexera Software to its licensees with regard to the Software.

“License Level” means the allowed level of usage of the Software licensed to Licensee in an Order Confirmation.

“Licensee Site” means any location owned or leased solely by Licensee or an Affiliate or that portion of any shared space, such as a shared data center, attributable solely to Licensee or such Affiliate, or in the instance of an employee working remotely, that location from which such employee is working while using Licensee or Affiliate-provided equipment on which the Software may be installed.

“On-Premise Software” means the object code form of the Software licensed to Licensee for installation at a Licensee site.

“Order Confirmation” means a confirmation document provided by Flexera Software specifying the Software and Support and Maintenance (if any) purchased by Licensee that are subject to the terms of this Agreement.

“Schedule” means the schedule attached to this End User License Agreement titled “Schedule” that outlines the terms and conditions applicable to the Software product(s) identified in such Schedule.

“Services” means professional consulting services. Services shall not include Support and Maintenance which is otherwise defined herein.

“Software” means the software products specified in an applicable Order Confirmation with which this Agreement was provided or referenced, including any Updates to the Software provided by Flexera Software to Licensee. Except as otherwise expressly set forth herein or in the applicable Order Confirmation, Software does not include source code. The Software may include features that will limit use of the Software in excess of the License Level.

“Subscription Period” means the fixed period of time applicable to a subscription license set forth in an applicable Order Confirmation for which Licensee is licensed to use the Software.

“Support and Maintenance” means the support and maintenance services set forth on the applicable Order Confirmation.

“Updates” means patches, additions, modifications, and new versions of the Software incorporating such patches, additions and modifications that are provided to Licensee by Flexera Software and that are not included in the initial delivery of the Software. Updates do not include additions or modifications that Flexera Software considers to be a separate product or for which Flexera Software charges its customers extra or separately.

“Warranty Period” means a period of ninety (90) days from initial delivery of the Software to Licensee pursuant to an Order Confirmation.

“Work Product” means anything created or provided by Flexera Software (or its agents) on behalf of Licensee as a part of Services, including, but not limited to, deliverables, work product, code or software and any derivative, enhancement or modification thereof.

## 1. General Software Rights and Obligations.

### II. GENERAL TERMS

- a. License. The specific license terms for the Software licensed by Licensee with which this Agreement was provided will be set forth in the applicable Schedule to this Agreement.
- b. License Term. An Order Confirmation will identify whether Licensee is purchasing a subscription license and, if a subscription, the Subscription Period.

c. Delivery. If Licensee licenses On-Premise Software, the On-Premise Software and associated Documentation shall be delivered by electronic means. If Licensee licenses Cloud Software, Licensee will receive access to the Cloud Software via the Cloud Site.

d. Installation and Copies. Licensee may install On-Premise Software on Licensee's or Affiliates' machines only and only at Licensee Sites as many instances of the Software as is designated in the applicable Order Confirmation. Licensee may not make copies of the Software unless otherwise set forth in an applicable Order Confirmation. Notwithstanding the foregoing, Licensee may make a copy of the Software for back-up purposes. Notwithstanding the foregoing, provided that Licensee, Contractor and Flexera Software execute an offsite contractor form, Licensee may allow a Contractor to install On-Premise Software on Contractor's own premises.

e. Use by Affiliates and Contractors. Subject to the terms and conditions of this Agreement, Licensee's Affiliates and Contractors may also use the licenses granted to Licensee, provided that (a) such use is only for Licensee's or such Affiliate's benefit, and (b) Licensee agrees to remain responsible for each such Affiliate's and Contractor's compliance with the terms and conditions of this Agreement. Use of the Software by the Affiliates, Contractors and Licensee in the aggregate must be within the License Level. The Affiliate rights granted in this section shall not apply to any unlimited License Level licenses unless Affiliate usage is specifically designated in the applicable Order Confirmation.

f. License Restrictions. Licensee shall not (and shall not allow any third party to):

i. decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or limits reverse engineering restrictions, and then only with prior written notice to Flexera Software);

ii. distribute (except as expressly permitted herein), sell, sublicense, rent, lease or use the Software or Documentation (or any portion thereof) for time sharing, service bureau, hosting, service provider or like purposes;

iii. remove any product identification, proprietary, copyright or other notices contained in the Software, including but not limited to any such notices contained in the physical and/or electronic media or Documentation, in the Setup Wizard dialog or "about" boxes, in any of the runtime resources and/or in any web-presence or web-enabled notices, code or other embodiments originally contained in or otherwise created by the Software, or in any archival or back-up copies, if applicable;

iv. modify any part of the Software or Documentation, create a derivative work of any part of the Software or Documentation, or incorporate the Software into or with other software, except to the extent expressly authorized in writing by Flexera Software; or

v. publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software or Documentation.

2. Ownership. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Flexera Software and its suppliers will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and the Documentation and all copies thereof, modifications thereto, and derivative works based

thereupon. Licensee acknowledges that it is obtaining only a limited license right to the Software and the Documentation and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to Licensee under this Agreement or otherwise.

### 3. Support and Maintenance.

a. Support and Maintenance. Flexera Software shall provide the level of support and maintenance services (“Support and Maintenance”) set forth on the applicable Order Confirmation, if any, during such period as Licensee has paid the applicable fee. Support and Maintenance will be provided in accordance with Flexera Software’s then-current Support and Maintenance terms. Subscription license fees include Support and Maintenance for the duration of the Subscription Period.

b. Exclusions. Flexera Software will have no Support and Maintenance obligation to Licensee: (a) where the Software source code has been modified (except for Updates); or (b) for any Evaluation Software or Free Software.

c. Renewals. For perpetual licenses, in the event Licensee elects not to obtain or renew Support and Maintenance, Licensee may retain the Software and Documentation but will have no further right to Support and Maintenance for the Software. If Licensee wishes to reinstate lapsed Support and Maintenance for a perpetual license, Licensee may do so only within ninety (90) days from expiration of the Support and Maintenance term by paying Flexera Software an amount equal to (i) the then-applicable annual Support and Maintenance fee plus (ii) one-hundred fifty percent (150%) of the fees that would have been due had Licensee remained enrolled during the lapsed period. For perpetual licenses, Support and Maintenance may be renewed for the first renewal period (the duration of which may be no shorter than one year and no longer than the length of the initial maintenance period) for the same annual rate paid during the first Support and Maintenance Period.

4. Services. Services may be ordered by Licensee and will be provided by Flexera Software pursuant to this EULA. Unless otherwise agreed by the parties, Flexera Software will invoice Licensee for Services provided monthly.

#### a. Work Product.

i. Flexera Software grants to Licensee a perpetual, non-transferable, non-sublicensable, non-exclusive, worldwide license right to import, export, execute, reproduce, distribute, modify, adapt, make derivative works of, and use Work Product for any purpose, provided such use is not competitive with Flexera Software.

ii. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Flexera Software and its suppliers will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Work Product. Licensee acknowledges that it is obtaining only a limited license right to the Work Product and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to Licensee under this Agreement or otherwise.

iii. Licensee acknowledges that any source code, design documents, strategy reports or other similar Work Product shall be considered Flexera Software Confidential Information.

iv. Work Product shall not include any materials provided to Flexera Software by or on behalf of Licensee in connection with the Services. Licensee will retain any ownership interest (including all intellectual property rights) in such materials and Flexera Software will make no ownership claim with respect to such materials.

5. Payment Terms/Shipments. All payments are non-refundable (except as expressly set forth in this Agreement) and shall be made within thirty (30) days of the date of the applicable invoice. All fees are pre-tax and Licensee shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of Flexera Software). Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

6. Taxes. Fees do not include taxes. If Flexera Software is required to pay any sales, use, GST, VAT, or other taxes in connection with Licensee's order, other than taxes based on Flexera Software's income, such taxes will be billed to and paid by Licensee. Licensee will make all payments of fees to Flexera Software free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Flexera Software will be Licensee's sole responsibility and consequently the amount of such fees will be increased such that the net fee received by Flexera Software will be the same as if such withholding taxes were not imposed, and Licensee will provide Flexera Software with official receipts issued by the appropriate taxing authority, or such other evidence as the Flexera Software may reasonably request, to establish that such taxes have been paid.

7. Termination. Licensee's license may be terminated by Flexera Software if (a) Licensee fails to make payment and/or (b) Licensee fails to comply with the terms of this Agreement within ten (10) days after receipt of written notice of such failure. Upon expiration of a subscription license or termination of any license, Licensee shall cease any and all use of the expired or terminated Software and destroy all copies of such Software and associated Documentation (including copies in storage media), and so certify to Flexera Software in writing. This requirement applies to all copies in any form, partial or complete.

8. Warranty.

a. Limited Software Performance Warranty. Flexera Software warrants to Licensee that during the Warranty Period the Software shall operate in substantial conformity with the Documentation. Flexera Software does not warrant that Licensee's use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. Flexera Software's sole liability (and Licensee's exclusive remedy) for any breach of this warranty shall be, in Flexera Software's sole discretion, to use commercially reasonable efforts to provide Licensee with an error-correction or work-around which corrects the reported non-conformity, to replace the non-conforming Software with conforming Software, or if Flexera Software determines such remedies to be impracticable within a reasonable period of time, to terminate the Agreement and refund the license fee paid for the Software. Flexera Software shall have no obligation with respect to a warranty claim unless notified of such claim in writing within the Warranty Period.

b. Exclusions. The limited warranties set forth in this Section shall not apply to warranty claims arising out of or relating to: (a) use of the Software with hardware or software not required in the Documentation; (b) modifications made to the Software source code; (c) defects in the Software due to accident, abuse or improper use by Licensee; or (d) Evaluation Software or Free Software.

c. Disclaimer. THE WARRANTIES IN THIS SECTION ARE LIMITED WARRANTIES AND EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SOFTWARE IS PROVIDED "AS IS". EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LICENSEE MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

#### 9. Limitation of Liability.

a. NEITHER FLEXERA SOFTWARE NOR ITS SUPPLIERS, IF ANY, SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGE TO SYSTEMS OR DATA, EVEN IF FLEXERA SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FLEXERA SOFTWARE'S LIABILITY FOR ANY DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF LICENSE FEES THAT LICENSEE HAS PAID TO FLEXERA SOFTWARE.

b. FOR USERS WITHIN EUROPE, THE MIDDLE EAST, AFRICA, OR INDIA, NO PERSON WHO IS NOT A PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO ENFORCE ANY TERMS OF THE SAME UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.

c. FLEXERA SOFTWARE DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

d. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

10. Assignment. Licensee may not, by operation of law or otherwise, transfer any license rights or other interests in Evaluation Software, Free Software, or Software labeled "Not for Resale" or "NFR." Licensee may not assign this Agreement (or any part thereof) without the advance written consent of Flexera Software, except that Licensee may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Licensee's assets or voting securities; provided that (i) Licensee must permanently and wholly transfer all of Licensee's rights and obligations under this Agreement; (ii) Licensee must permanently and wholly transfer all of the Software (including component parts, media, printed materials, upgrades, prior versions, and authenticity certificates); (iii) Licensee may retain no instances or copies (whole or partial) of the Software, (iv) no assignment by Licensee shall be effective until Licensee (x) provides written notice of such assignment, including the assignee's written agreement to the terms of this Agreement, (y) purchases additional license capacity and/or Support and Maintenance as may be required as a result of such assignment, and (z) pays any outstanding amounts invoiced by Flexera Software. Notwithstanding the

foregoing, Licensee may not, in any event, assign any limitless License Level licenses. Any attempt by Licensee to transfer or assign this Agreement except as expressly authorized under this Section will be null and void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

11. **Controlling Law.** For Licensees in North America and Latin America, this Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. For Licensees in Europe, Middle East, or Africa, this Agreement shall be governed by the substantive laws of England and Wales, excluding that body of law known as conflicts of law and the United Nations Convention on Contracts for the Sale of Goods. For Licensees in Australia, this Agreement shall be governed by the laws of the State of Victoria, Australia without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. For Licensees in Japan, this Agreement shall be governed by the laws of Japan without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. For Licensees in the Asia Pacific region other than Australia and Japan, this Agreement shall be governed by the laws of Special Administrative Region of Hong Kong without regard to conflicts of laws provisions thereof, and without regard to the Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods.

12. **Survival.** Sections I.4 (Disclaimer), I.5 (Limitation of Liability), I.6 (Termination), II.2 (Payment and Delivery), II.3 (Taxes), II.4 (Support and Maintenance), II.5 (Warranty), II.6 (Limitation of Liability), II.7 (Termination), II.8 (Verification/Audits) (Disclaimer), II.7 (Limitation Liability), II.8 (Termination), and all of this Article III (General Terms), as well as any provision that by the very nature of which should survive shall survive any termination or expiration of this Agreement.

13. **Compliance.**

a. **Verification/Audits.** Upon Flexera Software's reasonable request, Licensee will furnish Flexera Software with a signed statement confirming whether the Software is being used by Licensee in accordance with this Agreement. Further, during the term of this Agreement and for a period of one (1) year thereafter, with prior reasonable notice of at least five (5) days, Flexera Software may audit Licensee for the purpose of verifying the information provided by Licensee under this Agreement, and for the purpose of verifying that Licensee is conforming to the terms of this Agreement. Any such audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. If an audit reveals an underpayment or that the Licensee's usage is greater than the License Level, then the Licensee shall immediately pay the difference in License fees and, if applicable, Support and Maintenance fees to bring the License Level into compliance. If an audit reveals that (i) Licensee has intentionally misrepresented its usage of the Software, (ii) Licensee materially breached this Agreement, or (iii) Licensee's usage is more than 5% over the License Level, then Licensee shall pay Flexera Software's reasonable costs of conducting the audit in addition to any fees due to Licensee's misrepresentation or material breach. Audits shall be conducted no more than once annually.

b. Validation of Use. In order to protect the Software from unauthorized use and in order to confirm Licensee's compliance with the license grants and restrictions set forth in this Agreement, the Software may contain validation procedures designed to detect and report to Flexera Software information identifying usage potentially violating the terms of this Agreement. This information does not contain any personally identifiable information of Licensee or the end user.

14. Confidentiality.

a. Confidential Information. Any software, documentation or technical information provided by Flexera Software (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed "Trade Secrets" of Flexera Software without any marking or further designation.

b. Protection of Confidential Information. The Recipient shall a) have the right to disclose the Confidential Information only to its employees, consultants and Affiliates having a need to know and who have agreed in writing to be bound to confidentiality terms substantially similar to those contained herein; b) use at least as great a standard of care in protecting the Discloser's Confidential Information as it uses to protect its own information of like character, but in any event not less than a reasonable degree of care; c) use such Confidential Information only in connection with its rights and/or obligations under this Agreement; and d) at the Discloser's option return or destroy any or all Confidential Information upon the Discloser's demand. Except as expressly authorized herein, for a period of three (3) years following the disclosure date of Confidential Information to the Recipient, the Recipient will hold in confidence and not make any unauthorized use or disclosure of any Confidential Information. No time limit shall apply to Confidential Information marked or otherwise identified as or deemed to be a "Trade Secret".

c. Usage Data. Licensee understands that Flexera Software may utilize technology that gathers information about Licensee's computer system, however, such data is used solely for the purpose of understanding machine types and other system-oriented information and does not contain any personally identifiable information of Licensee.

d. Exclusions. The Recipient's nondisclosure obligation shall not apply to information that: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Recipient; (c) is rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Recipient who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Discloser).

e. Equitable Relief. The Recipient acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Recipient the Discloser shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

15. Publicity. Either party may include the other party's company name in a list of customers and/or suppliers without the other party's written consent. Any other use of the other party's name or logo is prohibited without such other party's written consent.

16. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

17. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Licensee will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

18. Construction and Interpretation. The original of this Agreement has been written in English. Licensee waives any rights it may have under the law of its country to have this Agreement written in the language of that country. The use of the terms "including," "include" or "includes" shall in all cases herein mean "including without limitation," "include without limitation" or "includes without limitation," respectively. Unless the context otherwise requires, words importing the singular include the plural and vice-versa. Words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires. This Agreement shall be equally and fairly construed without reference to the identity of the party preparing this document as the parties have agreed that each participated equally in negotiating and preparing this Agreement, or have had equal opportunity to do so. The parties waive the benefit of any statute, law or rule providing that in cases of uncertainty, contract language should be interpreted most strongly against the party who caused the uncertainty to exist. The headings and titles to the articles and sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

19. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Licensee acknowledges and agrees that the Software and Services may provide results and conclusions based on facts, assumptions, data, material, and other information that Flexera Software has not independently investigated or verified. Inaccuracy or incompleteness of such facts, assumptions, data, material, and other information could have a material effect on conclusions reached by the Software or Work Product; all actions taken or not taken by Licensee based on the output of the Software or Work Product shall be the responsibility of Licensee. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

20. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

21. U.S. Government End-Users. The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited. Licensee shall flow-down this provision to any of its authorized sublicensees (including but not limited to any Licensee Products, as applicable).

22. Export Compliance. Licensee acknowledges that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Licensee shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) any end user who has been prohibited from participating in United States export transactions by any federal agency of the United States government; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Licensee agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list.

23. Equal Opportunity. Flexera Software agrees that it does not and will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, national origin, or sexual orientation.

24. Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

25. Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies to which the parties are entitled by law. The exercise by either party of any right or remedy under this Agreement or under applicable law will not preclude such party from exercising any other right or remedy under this Agreement or to which such party is entitled by law.

26. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

## Mertech Data Systems Software License Agreement

### NOTICE TO USERS:

CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT("LICENSE"). USE OF ANY OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT (THE "SOFTWARE") CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT WITH RESPECT TO ANY OF THE SOFTWARE PROVIDED, PROMPTLY REMOVE THE SOFTWARE TOGETHER WITH ALL COPIES FROM YOUR COMPUTER AND RETURN IT AND THE ACCOMPANYING ITEMS (INCLUDING ANY WRITTEN MATERIALS AND PACKAGING) TO THE LOCATION WHERE YOU OBTAINED THEM OR REMOVE IT FROM YOUR DISK IF OBTAINED ELECTRONICALLY.

### LICENSE GRANT:

Mertech and its suppliers grant to you a non-exclusive, non-transferable right to use the SOFTWARE on a maximum number of workstations, or on a maximum number of user computers, not exceeding the number of concurrent user computers specified on the purchase order and paid for unless an unlimited license is purchased for this product. You agree you will only copy the SOFTWARE into any machine-readable or printed form as necessary to use it in accordance with this license or for backup purposes in support of your use of the SOFTWARE. This license is effective until terminated. You may terminate it at any point by destroying the SOFTWARE together with all copies of the SOFTWARE. Also, Mertech has the option to terminate if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy the SOFTWARE together with all copies of the SOFTWARE.

### COPYRIGHT:

The SOFTWARE is protected by United States copyright law and international treaty provisions. You acknowledge that no title to the intellectual property in the SOFTWARE is transferred to you. You further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of Mertech, and you will not acquire any rights to the SOFTWARE except as expressly set forth in this license. You agree that any copies of the SOFTWARE will contain the same proprietary notices that appear on and in the SOFTWARE.

### REVERSE ENGINEERING:

You agree that you will not attempt to reverse compile, modify, translate, or disassemble the SOFTWARE in whole or in part. YOU also agree that you will not use the software to create a competing product with similar features and functionality.

### OWNERSHIP RIGHTS AND LIMITATIONS:

You may not rent or lease the SOFTWARE. You may permanently transfer all of your rights under this LICENSE, provided that you retain no copies, you transfer all of the SOFTWARE (including all component parts, the media and printed materials, any upgrades, and this LICENSE, and the recipient agrees to the terms of this LICENSE. Without prejudice to any

other rights, Mertech will terminate this LICENSE if you fail to comply with the terms and conditions of this LICENSE. In such event, you must destroy all copies of the SOFTWARE.

This LICENSE supersedes any proposal or prior agreement, oral or written, hardcopy or electronic and any other communications relating to the subject matter of this agreement. You may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. If you acquired this product in the United States, this LICENSE is governed by the laws of the State of Florida.

LIMITED WARRANTY ("LIMITED WARRANTY"):

Mertech warrants that the media (for example diskettes) on which SOFTWARE is shipped will be free of defect for 30 days from the date of shipment. Mertech also warrants that the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of thirty (30) days from the date of shipment. The limitation on duration may not apply to some States.

Good data processing procedure dictates that any program be thoroughly tested with noncritical data before relying on it. The user must assume the entire risk of using the program.

ANY LIABILITY OF THE SELLER WILL BE LIMITED EXCLUSIVELY TO SOFTWARE REPLACEMENT OR REFUND OF PURCHASE PRICE.

NO OTHER WARRANTIES:

NEITHER MERTECH NOR ITS SUPPLIERS WARRANT THAT THE SOFTWARE IS ERROR FREE.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY, MERTECH AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES:

In no event shall Mertech or its suppliers be liable to you for any consequential, special, incidental or indirect damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) of any kind arising out of the delivery, performance or use of the software, even if Mertech has been advised of the possibility of such damages. In no event will Mertech's or its suppliers' liability for any claims, whether in contract, tort or any other theory of liability, exceed, in the aggregate the license fee paid by you, if any.

GOVERNING LAW:

The internal laws of the State of Florida will govern this license.

**ENTIRE AGREEMENT:**

This is the entire agreement between you and Mertech and its suppliers it supersedes any proposal or prior agreement, oral or written, hardcopy or electronic and any other communications relating to the subject matter of this agreement.

**U.S. GOVERNMENT RESTRICTED RIGHTS:**

Any distribution or license of the SOFTWARE to the U. S. Government or its agencies or instrumentality (the "Government") is made only with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restriction as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at

DFAR 252.227-7013, or as set forth in the particular department or agency regulations or rules which provide Mertech protection equivalent to or greater than the above-cited clause.

Contractor/Manufacturer is Mertech Data Systems Inc., 18503 Pines Blvd. Ste 312, Pembroke Pines FL 33029, USA. Should you have any questions concerning this license agreement, or if you desire to contact Mertech for any reason, please call (954)585-9016 or fax (866) 228-1213, or write: Mertech Data Systems Inc., 18503 Pines Blvd. Ste 312, Pembroke Pines FL 33029, USA.

## **Microsoft Limited Permissive License**

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

### **1. Definitions**

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law.

A "contribution" is the original software, or any additions or changes to the software.

A "contributor" is any person that distributes its contribution under this license.

"Licensed patents" are a contributor's patent claims that read directly on its contribution.

### **2. Grant of Rights**

(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.

(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

### 3. Conditions and Limitations

(A) No Trademark License- This license does not grant you rights to use any contributors' name, logo, or trademarks.

(B) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.

(C) If you distribute any portion of the software, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(D) If you distribute any portion of the software in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this license.

(E) The software is licensed "as-is." You bear the risk of using it. The contributors give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(F) Platform Limitation- The licenses granted in sections 2(A) & 2(B) extend only to the software or derivative works that you create that run on a Microsoft Windows operating system product.

## Microsoft Software License Terms

### MICROSOFT VISUAL STUDIO TEAM SYSTEM 2008 DEVELOPMENT EDITION

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE RETAILER FOR A REFUND OR CREDIT. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide). In the United States and Canada, call (800) MICROSOFT or see [www.microsoft.com/info/nareturns.htm](http://www.microsoft.com/info/nareturns.htm).

AS DESCRIBED BELOW, USING SOME FEATURES ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER INFORMATION FOR INTERNET-BASED SERVICES.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

1. OVERVIEW.

- a. Software. The software includes development tools, software programs and documentation.
- b. License Model. The software is licensed on a per user basis.

2. INSTALLATION AND USE RIGHTS.

- a. General. One user may install and use copies of the software to design, develop, test and demonstrate your programs. Testing does not include staging on a server in a production environment, such as loading content prior to production use.
- b. Included Microsoft Programs. These license terms apply to all Microsoft programs included with the software. If the license terms with any of those programs give you other rights that do not expressly conflict with these license terms, you also have those rights.
- c. Third Party Programs. The software contains third party programs. The license terms with those programs apply to your use of them.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. User Testing. Your end users may access the software to perform acceptance tests on your programs.
- b. Windows Server Terminal Services. Up to 200 anonymous users at a time may use the Terminal Services feature of the Windows Server software to access Internet demonstrations of your programs. Your demonstration must not use production data.
- c. Utilities. The software contains certain components that are identified in the Utilities List located at <http://go.microsoft.com/fwlink/?LinkId=100284>. Depending on the specific edition of the software, the number of Utility files you receive with the software may not be equal to the number of Utilities listed in the Utilities List. You may copy and install the Utilities you receive with the software on to a total of five (5) machines at any one time. You may use these Utilities only to debug your programs you've developed with the software. You must delete all the Utilities installed onto a machine within the earlier of (i) when you have finished debugging your program; or (ii) thirty (30) days after installation of the Utilities onto that machine.
- d. Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.
  - i. Right to Use and Distribute. The code and text files listed below are "Distributable Code."
    - REDIST.TXT Files. You may copy and distribute the object code form of code listed in REDIST.TXT files, plus any files listed on the REDIST list located at: <http://go.microsoft.com/fwlink/?LinkID=100327&clcid=0x409>.

- Sample Code. You may modify, copy, and distribute the source and object code form of code marked as “sample.”
  - Microsoft Merge Modules. You may copy and distribute the unmodified output of Microsoft Merge Modules.
  - MFCs, ATLS and CRTs. You may modify the source code form of Microsoft Foundation Classes (MFCs), Active Template Libraries (ATLs), and C runtimes (CRTs) to design, develop and test your programs, and copy and distribute the object code form of your modified files under a new name.
  - Image Library. You may copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
  - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- ii. Distribution Requirements. For any Distributable Code you distribute, you must
- add significant primary functionality to it in your programs;
  - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
  - distribute Distributable Code included in a setup program only as part of that setup program without modification;
  - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
  - display your valid copyright notice on your programs; and
  - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.
- iii. Distribution Restrictions. You may not
- alter any copyright, trademark or patent notice in the Distributable Code;
  - use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
  - distribute Distributable Code to run on a platform other than Microsoft operating systems, run-time technologies or application platforms;
  - include Distributable Code in malicious, deceptive or unlawful programs; or
  
  - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
  - the code be disclosed or distributed in source code form; or
  - others have the right to modify it.

4. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

a. Consent for Internet-Based Services. The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.

- **Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.
- **Windows Update Feature.** You may connect new hardware to the device where you installed the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.
- **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- **Real Simple Syndication (“RSS”) Feed.** This software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.

b. Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else’s use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

5. **PRODUCT KEYS.** The software requires a key to install or access it. You are responsible for the use of keys assigned to you. You should not share the keys with third parties.

6. **SQL SERVER BENCHMARK TESTING.** You must obtain Microsoft’s prior written approval to disclose to a third party the results of any benchmark test of the SQL Server software that accompanies this software.

7. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

8. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes the .NET Framework component of the Windows operating systems (“.NET Component”). You may conduct internal benchmark testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version

number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date (s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically tested and the results are only disclosed to such specific customer. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

9. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see [www.microsoft.com/licensing/userights](http://www.microsoft.com/licensing/userights). You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

#### 10. WINDOWS MOBILE COMPONENTS.

a. You may only use the Windows Mobile components located in the “\Program Files\Windows Mobile 5.0 SDK R2\” directory to create programs that run on Windows Mobile 5.0 software for Pocket PC or Windows Mobile 5.0 software for the Smartphone.

b. Program Application and Driver Limitations. You may not use or include any of the Windows Mobile components located in the “\Program Files\Windows Mobile 5.0 SDK R2\” directory, nor any components thereof, in the development of any program application, device

or system in which a malfunction would result in a foreseeable risk of personal injury, death or severe physical or environmental damage.

11. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

12. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

13. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”

14. **ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit [www.microsoft.com/education](http://www.microsoft.com/education) or contact the Microsoft affiliate serving your country.

15. **UPGRADE.** If this software is marked as an upgrade version, you may use it only if you have a license to use the software eligible for upgrade. If you upgrade, this software takes the place of the earlier version, and this agreement takes the place of the agreement for that earlier version. You may use the earlier version only as permitted in the Downgrade clause below.

16. **DOWNGRADE.** You may install and use this version and an earlier version of the software at the same time. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you.

17. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, and this agreement, directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

18. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

19. **SUPPORT SERVICES.** Microsoft provides support services for the software as described at [www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx).

20. ENTIRE AGREEMENT. This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

21. APPLICABLE LAW.

- a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

22. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

23. LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

\*\*\*\*\*

LIMITED WARRANTY

A. LIMITED WARRANTY. If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER. If the first user transfers the software, the remainder of the warranty will apply to the recipient.

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

C. EXCLUSIONS FROM WARRANTY. This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.

D. REMEDY FOR BREACH OF WARRANTY. MICROSOFT WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE IT, MICROSOFT WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE AT NO CHARGE. IF MICROSOFT CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA AND OTHER ASSOCIATED MATERIALS TO MICROSOFT WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.

E. CONSUMER RIGHTS NOT AFFECTED. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.

F. WARRANTY PROCEDURES. You need proof of purchase for warranty service.

1. United States and Canada. For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at

- (800) MICROSOFT;
- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
- visit [www.microsoft.com/info/nareturns.htm](http://www.microsoft.com/info/nareturns.htm).

2. Europe, Middle East and Africa. If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either

- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
- The Microsoft affiliate serving your country (see [ww.microsoft.com/worldwide](http://ww.microsoft.com/worldwide)).

3. Outside United States, Canada, Europe, Middle East and Africa. If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

G. NO OTHER WARRANTIES. THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM MICROSOFT. MICROSOFT GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, MICROSOFT EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.

## Microsoft Software End-User License Agreement

### SHARED SOURCE LICENSE FOR MSDN MAGAZINE SAMPLE CODE

**IMPORTANT—READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Software"). An amendment or addendum to this EULA may accompany the Software. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.**

1. GRANT OF LICENSE. Microsoft grants you the following rights provided that you comply with all terms and conditions of this EULA:

1.1 Microsoft grants you a personal, nonexclusive, royalty-free license to install and use the Software for design, development, and testing purposes. You may install and use the Software on an unlimited number of computers so long as you are the only individual using the Software.

1.2 Solely with respect to the sample source code contained in the Software ("MS Samples"), Microsoft also grants you a limited, nonexclusive, royalty-free license to: (a) use and modify the source code version of those portions of the MS Samples for the sole purposes of designing,

developing, and testing your software product(s), and (b) to reproduce and distribute the MS Samples, along with any modifications thereof, in object and/or source code form. For applicable redistribution requirements for MS Samples, see Section 2 below.

## 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

2.1 If you choose to redistribute the MS Samples, you agree: (i) to distribute the MS Samples only as a part of a software application product developed by you ("Licensee Software"); (ii) not to use Microsoft's name, logo, or trademarks to market the Licensee Software; (iii) to display your own valid copyright notice which shall be sufficient to protect Microsoft's copyright in the MS Samples; (iv) to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Licensee Software; (v) not to permit further distribution of the MS Samples by your end users; and (vi) that Microsoft reserves all rights not expressly granted.

2.2 If you use the MS Samples, then the following also applies. Your license rights to the MS Samples are conditioned upon your (i) not incorporating Identified Software into, or combining Identified Software with, the MS Samples or a derivative work thereof; and (ii) not distributing Identified Software in conjunction with the MS Samples or a derivative work thereof. "Identified Software" means software which is licensed pursuant to terms that directly or indirectly (A) create, or purport to create, obligations for Microsoft with respect to the MS Samples or derivative work thereof or (B) grant, or purport to grant, to any third party any rights or immunities under Microsoft's intellectual property or proprietary rights in the MS Samples or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of its use, modification and/or distribution, that any other software incorporated into, derived from or distributed with such software must also be (1) disclosed or distributed in source code form; (2) licensed for the purpose of making derivative works; or (3) redistributable at no charge.

3. RESERVATION OF RIGHTS AND OWNERSHIP. Microsoft reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold.

4. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. SUPPORT SERVICES. No technical support will be provided for the Software.

6. LINKS TO THIRD PARTY SITES. You may link to third party sites through the use of the Software. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for webcasting or any other form of transmission received from any third party sites. Microsoft is providing these

links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site.

7. **ADDITIONAL SOFTWARE/SERVICES.** This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Microsoft may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.

8. **U.S. GOVERNMENT LICENSE RIGHTS.** All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

9. **EXPORT RESTRICTIONS.** You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information see <<http://www.microsoft.com/exporting/>>.

10. **SOFTWARE TRANSFER.** The initial user of the Software may make a one-time permanent transfer of this EULA and Software to another end user, provided the initial user retains no copies of the Software. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms.

11. **TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts.

12. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS PROVIDE TO YOU THE SOFTWARE, AND SUPPORT SERVICES (IF ANY) AS IS AND WITH ALL FAULTS; AND MICROSOFT AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF

THE SOFTWARE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

13. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MICROSOFT OR ANY SUPPLIER, AND EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF MICROSOFT AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS SUPPLEMENTAL EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR U.S.\$5.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

15. APPLICABLE LAW. If you acquired this Software in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Software in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply.

16. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement

between you and Microsoft relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.