

# Oracle<sup>®</sup> Hospitality Materials Control Licensing Information User Manual



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The Oracle logo, consisting of a solid red square with the word "ORACLE" in white, uppercase, sans-serif font centered within it.

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Oracle Hospitality Materials Control Licensing Information User Manual, Release 18.1

E96485-03

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# Preface

This document contains licensing information for Materials Control.

## **Audience**

This document is intended for users of Materials Control.

## **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
- Screenshots 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**

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<b>Date</b>	<b>Description of Change</b>
June 2018	Initial publication.
August 2018	Updated the licensing information for Oracle Hospitality Materials Control Export Interface to Back Office and Oracle Hospitality Materials Control Interface to Point-of-Sale.

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# 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>.

# 2

## Licensing Information

This chapter provides the following licensing information for Materials Control:

- 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.

Hospitality Product	Subproduct	Licensing Information
Oracle Hospitality Materials Control	Oracle Hospitality Materials Control Standard  Part Number: L102883	<p><b><u>Product Editions and Permitted Features</u></b></p> <p>License required for each property database instance. Multiple licenses may be required if the organization uses central managed databases (such as for headquarters) with local property database branches (sub-headquarters).</p> <p>The license provides Master Data management, transaction, and reporting capabilities.</p> <p><b><u>Prerequisite Products</u></b></p> <p>For standalone deployments, a license to use the following product is a prerequisite for each Point-of-Sale client to license and use Materials Control Standard:</p> <ul style="list-style-type: none"> <li>• Oracle Hospitality Technology Foundation for Food &amp; Beverage             <ul style="list-style-type: none"> <li>- If one of the following Base Licenses is installed on premise: Either Oracle Hospitality OPERA PMS, or Oracle Hospitality Suite 8 PMS, or Oracle Hospitality Micros POS, you do NOT need to license a separate Oracle Hospitality Technology Foundation for Food &amp; Beverage if the Oracle Hospitality Materials Control database is implemented at the same Oracle Database Server.</li> <li>- If Oracle Hospitality Opera PMS, Oracle Hospitality Suite 8 PMS or Oracle Hospitality MICROS POS is in the cloud a separate Oracle Hospitality Technology Foundation for Food &amp; Beverage for Materials Control (per Point-of-Sale Client) is required.</li> </ul> </li> </ul>

Hospitality Product	Subproduct	Licensing Information
		<ul style="list-style-type: none"> <li>- If the Oracle Hospitality Materials Control database is implemented on a separate database Server (for Oracle Hospitality Materials Control only) then a separate Oracle Hospitality Technology Foundation for Food &amp; Beverage is required for Oracle Hospitality Materials Control.</li> <li>- As well for standalone Materials Control deployments, a separate Oracle Hospitality Technology Foundation for Food &amp; Beverage (per Point-of-Sale Client) must be licensed.</li> <li>• If the customer has no POS system and is only using Oracle Hospitality Materials Control, we consider the number of Oracle Hospitality Materials Control Users/Desktop clients.</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b></p> <p>N/A</p>
	<p>Oracle Hospitality Materials Control Lite</p> <p>Part Number: L102884</p>	<p><b><u>Product Editions and Permitted Features</u></b></p> <p>License required for each property database instance. Multiple licenses may be required if the organization uses central managed databases (such as for headquarters) with local property database branches (sub-headquarters).</p> <p>Limited to seven cost centers and one user.</p> <p>Requires migration to upgrade from Oracle Hospitality Materials Control Lite to Oracle Hospitality Materials Control Standard.</p> <p>The license provides Master Data management, transaction, and reporting capabilities.</p> <p><b><u>Prerequisite Products</u></b></p> <p>For standalone deployments, a license to use the following product is a prerequisite to license and use Materials Control Lite:</p> <ul style="list-style-type: none"> <li>• Oracle Hospitality Technology Foundation for Food &amp; Beverage <ul style="list-style-type: none"> <li>○ If one of the following Base Licenses is installed on premise: Either Oracle Hospitality OPERA PMS, or Oracle Hospitality Suite 8 PMS, or Oracle Hospitality Micros POS, you do NOT need to license a separate Oracle Hospitality Technology Foundation for Food &amp; Beverage if the Oracle Hospitality Materials Control database</li> </ul> </li> </ul>

Hospitality Product	Subproduct	Licensing Information
		<p>is implemented at the same Oracle Database Server.</p> <ul style="list-style-type: none"> <li>○ If Oracle Hospitality Opera PMS, Oracle Hospitality Suite 8 PMS or Oracle Hospitality MICROS POS is in the cloud a separate Oracle Hospitality Technology Foundation for Food &amp; Beverage for Materials Control (per Point-of-Sale Client) is required.</li> <li>○ If the Oracle Hospitality Materials Control database is implemented on a separate database Server (for Oracle Hospitality Materials Control only) then a separate Oracle Hospitality Technology Foundation for Food &amp; Beverage is required for Oracle Hospitality Materials Control.</li> <li>○ As well for standalone Materials Control deployments, a separate Oracle Hospitality Technology Foundation for Food &amp; Beverage (per Point-of-Sale Client) must be licensed.</li> <li>○ If the customer has no POS system and is only using Oracle Hospitality Materials Control, we consider the number of Oracle Hospitality Materials Control Users/Desktop clients.</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b></p> <p>N/A</p>
	<p>Oracle Hospitality Materials Control B2B</p> <p>Part Number: L102885</p>	<p><b><u>Product Editions and Permitted Features</u></b></p> <p>License required for each property database instance. Multiple licenses may be required if the organization uses central managed databases (such as for headquarters) with local property database branches (sub-headquarters).</p> <p>The license provides support for business-to-business message types between Oracle Hospitality Materials Control and various vendor solutions. The license does not always cover Custom Program Development costs for custom B2B interfaces.</p> <p><b><u>Prerequisite Products</u></b></p> <p>A license to use one of the following products is a prerequisite to license and use Materials Control B2B:</p> <ul style="list-style-type: none"> <li>• Oracle Hospitality Materials Control Standard</li> </ul>



Hospitality Product	Subproduct	Licensing Information
		<ul style="list-style-type: none"> <li>Oracle Hospitality Materials Control Lite</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b></p> <p>N/A</p>
	<p>Oracle Hospitality Materials Control Central Purchasing</p> <p>Part Number: L102886</p>	<p><b><u>Product Editions and Permitted Features</u></b></p> <p>License required for each property database instance. Multiple licenses may be required if the organization uses central managed databases (such as for headquarters) with local property database branches (sub-headquarters).</p> <p>The license allows for synchronizing Master Data and Transaction information between a central managed database and local property databases for reporting.</p> <p><b><u>Prerequisite Products</u></b></p> <p>A license to use one of the following products is a prerequisite to license and use Materials Control Central Purchasing:</p> <ul style="list-style-type: none"> <li>Oracle Hospitality Materials Control Standard</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b></p> <p>N/A</p>
	<p>Oracle Hospitality Materials Control Handheld Solution</p> <p>Part Number: L102887</p>	<p><b><u>Product Editions and Permitted Features</u></b></p> <p>License required for each property database instance. Multiple licenses may be required if the organization uses central managed databases (such as for headquarters) with local property database branches (sub-headquarters).</p> <p>The license provides a mobile solution for assigning, scanning, and printing barcodes for various transaction methods, such as inventory counts.</p> <p><b><u>Prerequisite Products</u></b></p> <p>A license to use one of the following products is a prerequisite to license and use Materials Control Handheld Solution:</p> <ul style="list-style-type: none"> <li>Oracle Hospitality Materials Control Standard</li> <li>Oracle Hospitality Materials Control Lite</li> </ul> <p>Hardware must be purchased separately.</p>

Hospitality Product	Subproduct	Licensing Information
		<p><b><u>Entitled Products and Restricted Use Licenses</u></b> N/A</p>
	<p>Oracle Hospitality Materials Control Remote Property  Part Number: L102888</p>	<p><b><u>Product Editions and Permitted Features</u></b> License required for each remote property that connects to a single database instance.  This license allows for connecting one or more remote properties to a central database instance.</p> <p><b><u>Prerequisite Products</u></b> A license to use one of the following products is a prerequisite to license and use Materials Control Remote Property:</p> <ul style="list-style-type: none"> <li>• Oracle Hospitality Materials Control Standard</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b> N/A</p>
	<p>Oracle Hospitality Materials Control Interface to Point-of-Sale  Part Number: L102889</p>	<p><b><u>Product Editions and Permitted Features</u></b> License required for each property database instance. Multiple licenses may be required if the organization uses central managed databases (such as for headquarters) with local property database branches (sub-headquarters).  This add-on license is only required if the integrated Point-of-Sale solution is a 3rd party application (non-Oracle solution). It allows third-party Point-of-Sale applications to deplete inventory in Oracle Hospitality Materials Control. This license does not always cover Custom Program Development costs for custom Point-of-Sale interfaces.</p> <p><b><u>Prerequisite Products</u></b> A license to use one of the following products is a prerequisite to license and use Materials Control Interface to POS:</p> <ul style="list-style-type: none"> <li>• Oracle Hospitality Materials Control Standard</li> <li>• Oracle Hospitality Materials Control Lite</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b> N/A</p>

Hospitality Product	Subproduct	Licensing Information
	<p>Oracle Hospitality Materials Control Export Interface to Back Office</p> <p>Part Number: L102890</p>	<p><b><u>Product Editions and Permitted Features</u></b></p> <p>License required for each property database instance. Multiple licenses may be required if the organization uses central managed databases (such as for headquarters) with local property database branches (sub-headquarters).</p> <p>This add-on license is only required if the integrated accounts payable solution is a 3rd party application (non-Oracle solution). It provides functionality to export Transaction information from Oracle Hospitality Materials Control to an accounts payable solution. The license does not always cover Custom Program Development costs for custom Back Office interfaces.</p> <p><b><u>Prerequisite Products</u></b></p> <p>A license to use one of the following products is a prerequisite to license and use Materials Control Export Interface to Back Office:</p> <ul style="list-style-type: none"> <li>• Oracle Hospitality Materials Control Standard</li> <li>• Oracle Hospitality Materials Control Lite</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b></p> <p>N/A</p>
	<p>Oracle Hospitality Materials Control Spreadsheet Price Quote Export</p> <p>Part Number: L102891</p>	<p><b><u>Product Editions and Permitted Features</u></b></p> <p>License required for each property database instance. Multiple licenses may be required if the organization uses central managed databases (such as for headquarters) with local property database branches (sub-headquarters).</p> <p>The license provides functionality to export Oracle Hospitality Materials Control information to a spreadsheet.</p> <p><b><u>Prerequisite Products</u></b></p> <p>A license to use one of the following products is a prerequisite to license and use Materials Control Spreadsheet Price Quote Export:</p> <ul style="list-style-type: none"> <li>• Oracle Hospitality Materials Control Standard</li> <li>• Oracle Hospitality Materials Control Lite</li> </ul> <p><b><u>Entitled Products and Restricted Use Licenses</u></b></p> <p>N/A</p>

## Third-Party Notices and/or Licenses

### Commercial Software

Commercial software products or components distributed in Materials Control are identified in the following table along with the applicable licensing information:

Provider	Component(s)	Licensing Information
Aspose Pty Ltd.	Aspose .Cells for .NET Version 7.7.1.0	Licensed under the Apose End-User License Agreement available at <a href="http://www.aspose.com/community/files/eula/08-07-2015-aspose-eula.pdf">http://www.aspose.com/community/files/eula/08-07-2015-aspose-eula.pdf</a>  Copyright © 2015 Aspose Pty Ltd A copy of the License is below: <a href="#">Aspose End-User License Agreement</a>
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Perpetuum Software LLC	SharpShooter Reports Enterprise Version 7.0.1.8	Copyright © 2013 Perpetuum Software A copy of the License is below: <a href="#">SharpShooter Reports End User License Agreement</a>
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Oracle Hospitality Materials Control	jQuery Version 1.12.4	<p>A copy of the license if available at <a href="https://jquery.org/license/">https://jquery.org/license/</a></p> <p>Copyright jQuery Foundation and other contributors</p> <p><b>Source Code</b></p> <p>jQuery Foundation projects are released under the terms of the license specified in the project's repository or if not specified, under the MIT license.</p> <p>The MIT License is simple and easy to understand and it places almost no restrictions on what you can do with a jQuery Foundation project.</p> <p>You are free to use any jQuery Foundation project in any other project (even commercial projects) as long as the copyright header is left intact.</p> <p><b>Sample Code</b></p> <p>All demos and examples, whether in a code project's repository or displayed on a project site, are released under the terms of the license as specified in the code repository. Many jQuery Foundation projects choose to release their sample code under the terms of CC0.</p> <p>CC0 is even more permissive than the MIT license, allowing you to use the code in any manner you want, without any copyright headers, notices, or other attribution.</p> <p><b>Web Sites</b></p> <p>The content on jQuery Foundation web sites are released under the terms of the license specified in the website's repository or if not specified, under the MIT license.</p> <p>The design, layout, and look-and-feel of jQuery web sites are not licensed for use and may not be used on any site, personal or commercial, without prior written consent from the jQuery Foundation.</p> <p>A copy of the License appears below. <a href="#">The MIT License</a></p>

Hospitality Product	Component(s)	Licensing Information
Oracle Hospitality Materials Control	jQuery Mousewheel Version 3.1.13	Copyright © 2011 Brandon Aaron ( <a href="http://brandonaaaron.net/">http://brandonaaaron.net/</a> )  A copy of the License appears below. <a href="#">The MIT License</a>
Oracle Hospitality Materials Control	jQueryUI Version 1.12.1	Copyright jQuery Foundation and other contributors This software consists of voluntary contributions made by many individuals (AUTHORS.txt, <a href="http://jqueryui.com/about">http://jqueryui.com/about</a> ). For exact contribution history, see the revision history and logs, available at <a href="http://jquery-ui.googlecode.com/svn/">http://jquery-ui.googlecode.com/svn/</a> .  A copy of the License appears below. <a href="#">The MIT License</a>
Oracle Hospitality Materials Control	SharpZipLib Version 0.86.0.518	Copyright © 2000-2016 SharpZipLib Contributors  A copy of the License appears below. <a href="#">The MIT License</a>

# 3

## Licenses

### Aspose End-User License Agreement

IMPORTANT: READ CAREFULLY: This Aspose End User License Agreement ("Agreement") is a legal agreement between You and Aspose Pty. Ltd. for the materials accompanying this Agreement, which may include computer software, printed materials, and "on line" or electronic documentation and resource files, project and solution files for Aspose Products.

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1.2 "Confidential Information" is any information marked as confidential. Confidential Information does not include information:(a) which is publicly known; (b) which is disclosed to the other party without restriction by a third party and without any breach of confidentiality by the third party; or (c) which is developed independently by the other party without reliance on any of the discloser's Confidential Information.

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1.4 "Developer" means one of Your employees or third-party consultants authorized to develop Derived Works specifically for You using the Product in accordance with this Agreement.



1.5 “Enhanced Support” means any paid support package, including Priority Support, Enterprise Support, and Sponsored Support.

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1.7 “Maintenance Subscription” means paid access to Product Updates and fixes.

1.8 “Mobile Products” means all Aspose Android products.

1.9 “.NET & Java Products” means all Aspose .NET and Java based Products.

1.10 “Physical Location” means any distinct physical address. For example, each store and/or office within a company with a unique address is classed as a separate physical location.

1.11 “Product” means the Software licensed under this Agreement.

1.12 “Reporting Products” means all Aspose SharePoint, SQL Server Reporting Services (SSRS) and JasperReports Products

1.13 “SaaS” or “Software as a Service” means a model of software deployment whereby a provider licenses an application to customers for use as a service on demand.

1.14 “SDK” or “Software Development Kit” means a set of development tools that allows a software engineer to create applications for a certain software package, software framework, hardware platform, computer system, video game console, operating system, or similar platform.

1.15 “Software” means computer software, associated media, printed materials, and “on line” or electronic documentation provided under this Agreement.

1.16 “Updates” means technical support, new version, new release, and/or supplements to the Product and/or related information.

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8. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BUSINESS OBJECTS OR ITS OFFICERS, EMPLOYEES, DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE FOR: (I) COSTS OF SUBSTITUTE GOODS OR SERVICES; (II) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, WHETHER IN AN ACTION OF CONTRACT OR TORT, EVEN IF BUSINESS OBJECTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (III) ANY CLAIM AGAINST YOU BY ANY THIRD PARTY; AND (IV) ANY DAMAGES, LOSSES OR INJURIES TO YOU, OR THOSE CLAIMING THROUGH YOU, IN EXCESS OF THE FEES PAID BY YOU FOR THE SOFTWARE OR SERVICES DIRECTLY CAUSING THE LIABILITY. 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 FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. 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. 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. 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, 7(c), 8, 9, 10, 11, 12, and 13 shall survive any termination of this License Agreement.

10. AUDIT. During the term of this Agreement and for three (3) years 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 Business Objects may have, you shall pay or reimburse Business Objects the cost of the audit.

11. GENERAL. 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. 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 License Agreement. In the event you and Business Objects have executed a mutually agreed upon Master Software License Agreement ("MSLA") and acquired the Software pursuant to such MSLA, the terms of the MSLA shall 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 Software Limited., Attn: Contracts Department, 3030 Orchard Parkway., San Jose, CA 95134.

12. 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 Software Limited., 3030 Orchard Parkway, San Jose, CA 95134.

13. EXPORT CONTROLS. You acknowledge that the Software is of U.S. origin. 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.

14. 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 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.

## DartCom Incorporated End-User License Agreement (EULA)

This End-User License Agreement ("EULA") is a legal agreement made and entered into by you ("LICENSEE"), the person, business or other entity which will be bound by and subject to the terms and conditions set forth in this EULA, and Dartcom Incorporated ("DART"), the author of SOFTWARE (as defined below). By installing and using the SOFTWARE, LICENSEE agrees to be bound by all of the terms and conditions of this EULA. If LICENSEE does not agree to the terms of this EULA, LICENSEE may not install or use the SOFTWARE.

### INTRODUCTION

DART has sufficient right, interest and ownership of SOFTWARE as to execute the terms of this EULA.

LICENSEE desires to license SOFTWARE for the creation of DEVELOPED SOFTWARE.

Subject to the terms and conditions set forth in this EULA, DART is willing to license the use of the SOFTWARE to LICENSEE.

NOW THEREFORE, in consideration of the mutual covenants, promises, and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, DART and LICENSEE hereby agree to the following:

### 1 DEFINITIONS

As used in this EULA, the following definitions shall apply:

1 "CONFIDENTIAL INFORMATION" shall mean, with respect to either party, all confidential or proprietary information and materials, patentable or otherwise, in any form (written, oral, photographic, magnetic, or otherwise) which is disclosed by or on behalf of such party to the other party.

2 "CORPORATE TEAM LICENSE" shall mean a single PRODUCT license that may be used by a designated number of corporate developers stipulated at the time of purchase. An executed "CORPORATE TEAM LICENSE" is required.

3 "DEVELOPED APPLICATION" shall mean the application LICENSEE creates (web or windows forms application, windows service or console application) that uses SOFTWARE. Applications are compiled and a PRODUCT KEY is inserted into the application as a license resource.

4 "DEVELOPED INTERFACE" shall mean software LICENSEE creates that is used by an executing assembly that does NOT contain a DART license resource. A DEVELOPED INTERFACE is typically a DLL that uses SOFTWARE and exposes an application programming interface (API). The DLL or EXE that implements the DEVELOPED INTERFACE can be used as a development tool and requires an EXTENDED DISTRIBUTION LICENSE.

5 "DEVELOPED SOFTWARE" shall mean DEVELOPED APPLICATIONS and DEVELOPED INTERFACES to be used by LICENSEE or 3rd parties.

6 "DEVELOPER LICENSE" shall mean a single PRODUCT license that may be installed on up to two (2) computers for LICENSEE'S use only. If LICENSEE is an organization, it may designate one (1) employee who may use the PRODUCT in this manner. A DEVELOPER LICENSE is necessary to license SOFTWARE for use by DEVELOPED APPLICATIONS. A DEVELOPER LICENSE is perpetual.

7 "DERIVATIVE WORKS" shall mean a work that is based upon one or more preexisting works, such as revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion or any other form in which such a preexisting work may be recast, transformed, or adapted, and that, if prepared without authorization by the owner of the preexisting work, would constitute copyright infringement. As used in this EULA, DERIVATIVE WORKS applies to a LICENSEE'S works derived in whole or in part using SOURCE CODE.

8 "EFFECTIVE DATE" shall mean the date on which this EULA is executed. Execution of this EULA is contingent upon LICENSEE'S explicit or implied acceptance of the terms and conditions set forth in this EULA and DART'S receipt of payment or promise of payment.

9 "EXTENDED DISTRIBUTION LICENSE" licenses SOFTWARE use by DEVELOPED INTERFACES.

10 "LICENSE TERM" shall mean a period of time starting on the EFFECTIVE DATE and continuing until terminated, pursuant to the terms of this EULA.

11 "PRODUCT" shall mean the PowerTCP, PowerSNMP or PowerWEB software product and version specified at the time of sale which includes REDISTRIBUTABLES, SAMPLE CODE, computer software and printed or electronic documentation (excluding SOURCE CODE).

12 "PRODUCT KEY" shall mean the unique number assigned to PRODUCT at the time of sale, which identifies the license.

13 "REDISTRIBUTABLES" shall mean the following portions of the delivered PRODUCT: (i) SAMPLE CODE (including any modifications made by LICENSEE); and (ii) the compiled library or libraries included in or produced by the SOFTWARE.

14 "SAMPLE CODE" shall mean the source code parts of the PRODUCT that are included as sample applications.

15 "SOFTWARE" shall mean the licensed PRODUCT and/or SOURCE CODE.

16 "SOURCE CODE" shall mean the un-compiled code used to build the PRODUCT, excluding proprietary license enforcement source code.

17 "SUBSCRIPTION TERM" shall mean a period of twelve (12) months, beginning the date a subscription is purchased or renewed.

18 "SUPPORT SERVICES" shall mean support and maintenance services provided for the PRODUCT.

19 "THIRD PARTY" shall mean any person or entity who, or which, is neither a party to this EULA nor an affiliate of a party.

## 2 GRANT OF LICENSE

1 LICENSE. This is a license agreement and not an agreement for sale. DART hereby grants LICENSEE a limited, royalty-free, non-exclusive and non-transferable LICENSE to use the PRODUCT for the sole purposes of designing, developing and compiling DEVELOPED SOFTWARE in one of 4 ways:

- a A DEVELOPER LICENSE is used to create and distribute DEVELOPED APPLICATIONS.
- b An EXTENDED DISTRIBUTION LICENSE is used to distribute DEVELOPED INTERFACES.
- c A CORPORATE TEAM LICENSE is used to create and distribute DEVELOPED APPLICATIONS for discounted annual fees.
- d An Independent Software Vendor (ISV) License includes source code integration.

2 Subscription. LICENSEE is licensed to upgrade to all PRODUCT versions released during a SUBSCRIPTION TERM.

3 Included Source Code. For PRODUCT distributed with SOURCE CODE, the following supplemental terms and conditions apply:

a LICENSEE may modify the SOURCE CODE to use as part of DEVELOPED SOFTWARE and/or DERIVATIVE WORKS, but may not redistribute it in source code form.

B DART shall retain all rights, title and interest in and to all corrections, modifications and DERIVATIVE WORKS of the SOURCE CODE created by LICENSEE, including all copyrights subsisting therein, to the extent such corrections, modifications or DERIVATIVE WORKS contain copyrightable code or expression derived from the SOURCE CODE.

c LICENSEE further agrees to deliver to DART, as soon as practical, all related information for said corrections, modifications, or derivatives.

D Compiled SOURCE CODE may be distributed as described in sections 2.8) Redistributable Files, 2.9) Redistribution Restrictions and 2.10) Non-compete Restriction.

4 Electronic Documents. Solely, with respect to electronic documents included with the PRODUCT, LICENSEE may make an unlimited number of copies (either in hard copy or electronic form), provided that such copies shall be used solely for internal purposes and are not republished or distributed to any THIRD PARTY.

5 PRODUCT KEY. This Grant of License is contingent upon the purchase of a PRODUCT KEY from DART or one of DART'S resellers.

6 Sample Code. DART grants LICENSEE the right to use and modify the SAMPLE CODE for the sole purposes of designing, developing and testing DEVELOPED SOFTWARE.

7 Redistributable Files. DART grants LICENSEE a non-exclusive, royalty-free right to reproduce and distribute the REDISTRIBUTABLES.

8 Redistributable Requirements. LICENSEE agrees to: (i) distribute the REDISTRIBUTABLES in compiled form only as part of DEVELOPED SOFTWARE and/or DERIVATIVE WORKS, developed by LICENSEE, that add significant and primary functionality to the REDISTRIBUTABLES; (ii) indemnify, hold harmless, and defend DART from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of DEVELOPED SOFTWARE and/or DERIVATIVE WORKS.

9 Redistribution Restrictions. LICENSEE may not redistribute the REDISTRIBUTABLES if DEVELOPED SOFTWARE exposes the core functionality of the PRODUCT through a programmable interface.

10 Non-compete Restriction. Under no circumstances may the SOFTWARE be used, in whole or in part, as the basis for creating a product that provides the same, or substantially the same, functionality as any DART product.

### 3 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

1 Trial Software. If the PRODUCT is installed without a PRODUCT KEY, then notwithstanding other sections of this EULA, LICENSEE may use the PRODUCT for 30 days for evaluation purposes only and may not redistribute any REDISTRIBUTIBLES.

2 Limitations. LICENSEE may not reverse engineer, decompile, or disassemble the PRODUCT, or attempt in any manner to reconstruct or discover any SOURCE CODE or underlying algorithms of PRODUCT provided in compiled form only.

3 Separation of Components. The PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.

4 SOFTWARE distribution and sublease. LICENSEE may not transfer, rent, sublease or lend SOFTWARE or delegate its obligations under this EULA, to any THIRD PARTY, and will take appropriate measures to protect SOFTWARE from unlawful access by THIRD PARTIES. Any attempted sale, pledge, assignment, sublicense or other transfer in violation hereof shall be void and of no force or effect. Any THIRD PARTY wishing to distribute SOFTWARE must purchase a license directly from DART or one of DART'S resellers.

5 Support Services. DART may provide LICENSEE with SUPPORT SERVICES related to the PRODUCT. Any supplemental software code provided to LICENSEE as part of the SUPPORT SERVICES shall be considered part of the PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information LICENSEE provides to DART as part of the SUPPORT SERVICES, DART may use such information for its business purposes. DART will not utilize such technical information in a form that identifies LICENSEE as an individual, a single entity, or a corporation.

6 Source Code. SOURCE CODE is licensed "AS IS" and Dart does not provide technical support for SOURCE CODE.

### 4 RIGHTS UPON TERMINATION

1 Termination. Without prejudice to any other rights, DART may terminate this EULA in the event LICENSEE fails to comply with the terms and conditions set forth in this EULA. Upon termination, LICENSEE agrees to cease using SOFTWARE, DEVELOPED SOFTWARE, and/or DERIVATIVE WORKS, as applicable. LICENSEE shall immediately

remove and destroy any and all instances of SOFTWARE including any and all copies existing on hard disk or other storage mediums.

2 The termination of this EULA shall not extinguish any rights or obligations of the parties relating to protection of CONFIDENTIAL INFORMATION.

3 Upon termination of this EULA, any and all DEVELOPED SOFTWARE, and/or DERIVATIVE WORKS, where applicable, already distributed by LICENSEE to others during the LICENSE TERM will survive the termination of this EULA.

4 If DART ceases business operations, and no surviving entity own the rights to the SOFTWARE, LICENSEE may retain and continue to use the SOFTWARE under the terms outlined in this EULA.

## 5 COPYRIGHT

SOFTWARE is protected by United States copyright laws and international treaty provisions.

## 6 ACKNOWLEDGMENT OF DART'S OWNERSHIP RIGHTS

LICENSEE acknowledges that it obtains no ownership rights to SOFTWARE. LICENSEE agrees to take all reasonable steps to ensure that the provisions of this EULA are not violated by LICENSEE or any person under the control or in the service of LICENSEE.

## 7 EXPORT RESTRICTIONS

LICENSEE agrees that neither LICENSEE nor their customers intend to or will, directly or indirectly, export or transmit (i) the SOFTWARE or (ii) any DEVELOPED SOFTWARE and/or DERIVATIVE WORKS or service that uses the SOFTWARE, to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other government entity as may have jurisdiction over such export or transmission.

## 8 GENERAL PROVISIONS

1 Applicable Law. This EULA shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision (of that or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the state of New York. The courts of Oneida County, New York, USA shall have exclusive jurisdiction over any claim, action or proceeding relating directly or indirectly to this EULA. Should you have any questions concerning this EULA, or if you desire to contact DART for any reason, please call 315-790-5456 or write to Dartcom Incorporated; 421 Broad Street, Utica, New York 13501.

2 Modification. This EULA may not be modified or amended except in writing which is signed by authorized representatives of each of the parties.

3 No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the EULA.

4 Force Majeure. Neither party shall be deemed in default of this EULA to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, such as fire, natural disaster, accident, act of government, shortages of materials or supplies or any other cause beyond the control of such party ("Force Majeure") provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to remedy the delay. In the event of such Force Majeure, the time for performance or remedy shall be extended for a period equal to the duration of the Force Majeure but not in excess of three (3) months.

5 Entire Agreement. This EULA constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written promises or agreements. There are no promises, covenants or undertakings other than those expressly set forth in this EULA.

6 Equitable Remedies. The parties recognize that monetary damages may not be an adequate remedy for any material breach of any obligation hereunder involving intellectual property, CONFIDENTIAL INFORMATION or use of SOFTWARE beyond the scope of the license granted by this EULA. The parties therefore agree that in addition to any other remedies available hereunder, by law or otherwise, each party shall be entitled to an injunction against any such continued breach of such obligations.

7 Schedules. All schedules, addenda, exhibits and attachments hereto are incorporated by reference.

8 References. In this EULA, clause headings are for convenience and shall not be used in its interpretation, and unless the context indicates the contrary intention, any expression which denotes the singular shall include the plural and vice versa; any gender includes the other gender.

## 9 CONFIDENTIALITY

1 Protection of Confidential Information. Each party agrees that all CONFIDENTIAL INFORMATION disclosed in the course of this agreement: (i) shall be maintained in confidence by both parties and (ii) shall not be disclosed by the receiving party to any



THIRD PARTY who is not an employee, agent or consultant of, or an advisor to, the party or its affiliate(s), without the prior written consent of the disclosing party. Each party shall have an appropriate agreement with each of its employees, agents, consultants and contractors having access to the CONFIDENTIAL INFORMATION sufficient to enable it to comply with the terms of this section. Each party agrees to protect the CONFIDENTIAL INFORMATION received in the course of this agreement with the same standard of care and procedures which it uses to protect its own trade secrets and confidential or proprietary information of like importance and, in any event, shall adopt or maintain procedures reasonably calculated under the circumstances to protect such CONFIDENTIAL INFORMATION as required herein.

2 Exceptions. The obligations of protection and non-use set forth in the CONFIDENTIALITY section of this EULA shall not apply to any CONFIDENTIAL INFORMATION which (i) becomes published, known or otherwise part of the public domain through no fault or omission on the part of the applicable receiving party or its affiliate(s), (ii) is required to be disclosed under applicable laws or regulation or an order by a court or other regulatory body having competent jurisdiction; provided, however, that except where impracticable, the party required to disclose CONFIDENTIAL INFORMATION shall give the other party reasonable advance notice of such disclosure requirement (which shall include a copy of any applicable subpoena or order) and shall cooperate with the other party to oppose, limit and/or secure confidential treatment for such required disclosure. In the event of any such required disclosure, a party shall disclose only that portion of the CONFIDENTIAL INFORMATION that is legally required to be disclosed.

3 Term of Obligation. The obligations under the CONFIDENTIALITY section of this agreement shall continue for a period of five (5) years, after the date of termination of this EULA, with respect to any particular item of CONFIDENTIAL INFORMATION.

## 10 REPRESENTATION AND WARRANTIES

1 DART hereby warrants that all copyright(s), patents, trade secrets, trademarks and other intellectual and property rights in the SOFTWARE either are now and shall remain the valuable property of DART, or has been granted sufficient rights to those claims in the SOFTWARE as to afford DART all necessary authority to execute this agreement.

2 DART further warrants that SOFTWARE does not and will not infringe or misappropriate the intellectual property rights of any THIRD PARTY.

3 LIMITED WARRANTY. DART warrants that the PRODUCT will operate substantially in accordance with its accompanying documentation for a period of thirty (30) days from the date LICENSEE receives it. This warranty is void if failure of the PRODUCT has resulted from accident, abuse or misapplication. LICENSEE IS THE ONLY BENEFICIARY OF THIS WARRANTY. LICENSEE MAY NOT PASS THIS WARRANTY ON TO OTHERS. Although DART has tested the PRODUCT and reviewed the documentation, this

PRODUCT is licensed "AS IS" and LICENSEE assumes the entire risk as to its quality and performance.

4 CUSTOMER REMEDIES. DART and its suppliers' entire liability and your exclusive remedy shall be, at DART'S option, either (i) return of the price paid, or (ii) repair or replacement of the PRODUCT that does not meet the LIMITED WARRANTY and which is returned to DART with a copy of LICENSEE'S receipt within the warranty period. This LIMITED WARRANTY is void if failure of the PRODUCT has resulted from accident, abuse, or misapplication. Outside the United States, neither these remedies nor any SUPPORT SERVICES offered by DART are available without proof of purchase from an authorized international source.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DART AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DART OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF DART 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.

## Gupta Team Developer End-User License Agreement

"CLICK-WRAP OR CLICK-TO-PROCEED END-USER AGREEMENT

END-USER LICENSE AGREEMENT FOR TEAM DEVELOPER 6.0 PRODUCT FAMILY (THE TEAM DEVELOPER PRODUCT FAMILY INCLUDES TEAM DEVELOPER, REPORT BUILDER, WEB APPLICATIONS MANAGER, AND ANY COMPONENTS THAT ARE INCORPORATED IN THESE PRODUCTS INCLUDING BUT NOT LIMITED TO SQLTALK, TEAM OBJECT MANAGER, SQLCONSOLE, DB EXPLORER, ETC.)

XIMPORTANT - READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Unify Corporation ("UNIFY") for the UNIFY software product(s) you are installing, which include(s) the software and any included "online" or electronic documentation, associated media, and printed materials ("Product"). An amendment or addendum to this EULA may accompany the Product. BY CLICKING THE "I ACCEPT ALL TERMS OF THE LICENSE AGREEMENT" ICON BELOW OR BY INSTALLING, COPYING, OR OTHERWISE

USING THE PRODUCT or any Upgrade(s) (as defined below), YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE WITH ALL OF THIS EULA, CLICK THE "I DO NOT ACCEPT THE TERMS OF THIS LICENSE AGREEMENT" BUTTON TO TERMINATE THIS PROCESS, DO NOT INSTALL THE SOFTWARE AND, PROMPTLY RETURN THE UNUSED PRODUCT TO THE PARTY (EITHER UNIFY OR ITS SUPPLIER) FROM WHOM YOU ACQUIRED IT TO RECEIVE A REFUND OF THE AMOUNT YOU PAID.

## LICENSE AGREEMENT

If you are a new customer and you have signed a license agreement, then the terms of the signed license agreement shall take precedence over this EULA. If you are a new customer and you have not signed a license agreement, then this EULA shall govern your use of the Product for the number of licenses you have properly paid for and registered as specified in your Purchase Order or other written documentation from UNIFY (or its supplier).

## LICENSE TERMS

1. GRANT OF LICENSE. Following your acceptance of this EULA, and provided you comply with its terms and conditions, UNIFY grants you a nonexclusive, nontransferable license to use the Product. "Server Components" (which are specifically noted as such by UNIFY on the CD labels or other enclosed materials) may be used on a single computer only (on which only one instance of Team Developer is allowed to run at any one time) which may be accessed by a network of computers, excluding Internet environments, for internal use by you. Team Developer client runtime use is limited to the number of Product licenses purchased by you for use by the number of client connections specified on the Label." As defined herein, a "Seat" is a copy of the Product, or any component thereof, installed on a single client-side machine. A "Server" is the server component that resides on a single Server machine and has the capability to accept connections from one or more Seats residing on client machines. Use includes the right to install and execute the Product as provided for in the Product user documentation. Each such license is granted in consideration for your payment of the license fees set forth on the Purchase Order (or other purchase document accepted by UNIFY or its supplier) and for the other commitments set forth in this EULA. If you acquire this Product as an update or other component of the Product that you receive separately as part of the Product ("Update"), your authorization to use the previous versions of the Product is terminated. You will ensure that anyone who uses the Product does so only in compliance with the terms of this EULA. Certain other terms regarding the use of specific Products are set forth under subsections (a), (b), (c), and (d) below.

### a) Evaluation Licenses.

(i) "Not For Resale" and "Test Drive" Product Evaluation Licenses. If the Product is designated on the Label as "Not For Resale" or "NFR" ("NFR Product"), or designated as "Test Drive" ("Test Drive Product"), (both of which are deemed "Evaluation Product"), it may not be resold, transferred, copied, distributed or used for any purpose other than demonstration, test, or evaluation. You may install the Evaluation Product on one (1)

personal computer so that you and others in your organization can evaluate it for up to forty-five (45) days after shipment or download ("Evaluation Period"). At the end of the Evaluation Period you must delete the software from all computers and storage media and destroy the Evaluation Product. You understand that the Test Drive Product will be automatically disabled at the conclusion of the Evaluation Period.

(ii) EVALUATION PRODUCT MAY NOT BE TRANSFERRED OR COPIED, AND IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. UNIFY DISCLAIMS ALL WARRANTIES REGARDING EVALUATION PRODUCT, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

b) INTERNAL USE. Following your acceptance of this EULA and registration of the Product, provided you comply with its terms and conditions, UNIFY grants you a nonexclusive license to use the Product only on a single primary (desktop) computer and a single portable (laptop) computer and only by a single developer, for internal development use only. If you wish to use the Product for more than one (1) developer, you must purchase a separate license for each individual developer. The Product may be used on only one (1) computer at any one time. You may make one (1) copy of the Product solely for backup, archival or disaster recovery purposes. If you acquire this Product as an Upgrade, you must be properly licensed and identified by UNIFY as being eligible for use. You must replace your existing copies of the Product with the Upgrade copy and must destroy any and all copies so replaced. You must ensure that anyone who uses the Product does so only in compliance with the terms of this EULA.

c) RUNTIME DISTRIBUTION. Runtime or free distribution modules ("Runtime Components") are included with the Product, and you may distribute such Runtime Components to third parties; provided (i) such distribution is only in conjunction with and as an embedded component of an application developed by or for you using the Product ("Application"), (ii) you prominently display UNIFY's copyright notice on the start-up screen of such Application, (iii) you enter in an End-User Agreement (as further defined below) with each End-User who sublicenses the Application, and (iv) you indemnify, defend, and hold UNIFY harmless from and against any claims or lawsuits, including without limitation reasonable attorneys' fees, that arise out of or relate to the use, sale, or distribution of the Application by you and for the use, sale, or distribution of the Application or the Product by any third party who receives the Application or the Product directly or indirectly from you. You shall have no other right to distribute or sublicense any other portion of the Product. Applications (executable) developed using Team Developer 5.1 (Linux®) can only be deployed and/or run on the Linux platform and Applications (executable) developed using Team Developer 5.1

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October 2003

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