

# Oracle® Hospitality Symphony Venue Management Licensing Information User Manual



Release 3.12.0  
F22583-01  
September 2019



Copyright © 2002, 2019, 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

Preface	iv
<hr/>	
1 Introduction	1-1
<hr/>	
2 Licensing Information	2-1
<hr/>	
Third-Party Notices and/or Licenses	2-3
<hr/>	
3 Licenses	3-1
<hr/>	
Apache License	3-1
CodeJock Software® SuitePro End User License Agreement Terms and Conditions	3-5
DataFlex License Agreement	3-10
Flexera InstallShield License	3-20
Mertech Data Systems Inc. Software License Agreement	3-29
Microsoft Software License Terms	3-31

# 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
- 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/food-beverage/>

## **Revision History**

<b>Date</b>	<b>Description of Change</b>
September 2019	Initial publication

# 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 Symphony Venue Management:

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

Hospitality 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></p> <p>Base license purchased once for the entire Symphony First Edition system.</p> <p><b><u>Prerequisite Products</u></b></p> <p>A license to use the following products are a prerequisite to license and use Symphony Venue Management:</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></p> <p>N/A</p>
	Oracle Hospitality Symphony First Edition Vending Foundation  Part Number: 9100	<p><b><u>Product Editions and Permitted Features</u></b></p> <p>POS inventory system that tracks the inventory movement before, during, and after each event and combines that 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> <p>A license to use the following products are a prerequisite to license and use Symphony First Edition Vending Foundation:</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></p> <p>N/A</p>

Hospitality Product	Subproduct	Licensing Information
	<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> A license to use the following products are a prerequisite to license and use Symphony First Edition Vending Inventory:</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 allows applications using DataFlex transactional engines to work with Oracle or Microsoft SQL databases.</p> <p><b><u>Prerequisite Products</u></b> N/A</p> <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 Driver 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> N/A</p> <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 applicable licensing information:

Provider	Component(s)	Licensing Information
CodeJock	CodeJock Software Xtreme SuitePro CodeJock Version	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® SuitePro End User License Agreement Terms and Conditions</a>
Flexera	InstallShield Premier Version 2015	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>
Mertech data Systems Inc.	Flex2SQL Version 15	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 Inc. Software 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 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	Component(s)	Licensing Information
Oracle Hospitality Symphony First Edition Venue Management	Apache log4net Version 2.0.8	Copyright © 2004-2017 The Apache Software Foundation All rights reserved. A copy of the license appears below. <a href="#">Apache License</a>



Hospitality Product	Component(s)	Licensing Information
Oracle Hospitality Symphony First Edition Venue Management	DataFlex Version 19	Licensed under the Data Access Corporation Software Products A copy of the License appears below. <a href="#">DataFlex License Agreement</a>
Oracle Hospitality Symphony First Edition Venue Management	Microsoft Visual C++ 2017 Redistributable for Visual Studio Version 14.12.25810.0	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>

# 3 Licenses

## Apache License

Apache 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

APPENDIX: How to apply the Apache License to your work.

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

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.

## CodeJock Software® SuitePro End User License Agreement Terms and Conditions

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 SuitePro 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) Repackage, wrap or compile any of the MFC Product or Sample Source Code into ActiveX COM (OCX) format. (g) Expose the interfaces of the Software through your application. (e.g. an OCX, DLL, class library, etc.); (h) Re-distribute ActiveX COM (OCX) Object Code with any license files (.lic) that would cause the interface of the OCX to be exposed. (i) Rent or lease the Software; (j) Disclose any Source Codes of the Software to any person or entity who is not a Licensee of the Software; (k) 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 errorfree. 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 Software, 205 N. Hintz Rd, Owosso, Michigan 48867, United States

## 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 DataFlex Studio.

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

"DataFlex WebApp Server" – DataFlex software, the presence of which is required for the execution and use of web, mobile or internet based Application Software.

"DataFlex Windows/Web Combo Client" – The combination of a DataFlex Windows Client and a DataFlex Web Client licensed as a single Software Product.

"End User" – A person that uses Application Software and its required Software Product with an appropriate license.

"Named End User" – A specific, named person that uses Application Software and its required Software Product with an appropriate license.

"Number of End Users" / "Number of Named End Users" – The number of End Users 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. The 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

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. Subject to the terms and conditions hereof, this LICENSE grants you the following limited, non-exclusive rights:

### 1. GRANT OF LICENSE FOR DAC SOFTWARE PRODUCTS.

1.1 DATAFLEX STUDIO LICENSE: 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 your End Users. 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 or the End User acquires a valid DataFlex Windows Client License, DataFlex Web Client License or DataFlex WebApp Server License and DataFlex Connectivity Kit License as appropriate to the requirements of your Application Software.

The DataFlex Studio License 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 Application Software testers and use the Testing Server to assess the quality and suitability for production use of your Application Software. The number of Application Software 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, only you are entitled to exercise the rights to use the DataFlex Studio granted in this section. 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 DATAFLEX PERSONAL LICENSE:** For the purposes of this Section 1.1, “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, 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 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 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.

**DataFlex Personal License Restrictions:** DataFlex Personal and Application Software created with it are solely for personal, private, non-commercial use. Any other use of DataFlex Personal and Application Software created with it is strictly prohibited. Use of

DataFlex Personal is not licensed 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 DataFlex Personal is not licensed or otherwise authorized in any form or type of public or private business, institution, government agency or for profit or not-for-profit organization. DataFlex Personal 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 DataFlex Personal. Administrative use of DataFlex Personal in or by educational institutions is prohibited.

1.3 DATAFLEX WINDOWS CLIENT LICENSE: 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 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), Citrix XenApp and similar remote desktop sharing environments to access over the internet desktop Windows Application Software that uses the DataFlex Windows Client is licensed.

1.4 DATAFLEX WINDOWS CLIENT DISTRIBUTION LICENSE: 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 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. Notwithstanding the foregoing, the use of Windows Remote Desktop Services (formerly Windows Terminal Services), Citrix XenApp and similar remote desktop sharing environments to access desktop Windows Application Software that uses the DataFlex Windows Client distributed under the DataFlex Windows Client Distribution License is authorized.

1.5 [Deleted]

**1.6 DATAFLEX WEB CLIENT LICENSE:** The DataFlex Web Client license is an entitlement for a Number of Named End Users to access and use Application Software installed on a DataFlex WebApp Server. Web Clients may not be shared among End Users – each Named End User must have an individually assigned DataFlex Web Client License. To enable licensed DataFlex Web Client Named End Users to access 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 Product. Multiple instances of DataFlex WebApp Server may be installed to support a large Numbers of Named End Users. Each DataFlex WebApp Server must have a unique serial number and registration code provided by DAC.

**1.7 DATAFLEX WINDOWS/WEB COMBO CLIENT LICENSE:** The Windows/Web Combo Client license is an entitlement for a named Number of End Users to use both a Windows Client and a Web Client according to their respective license definitions and entitlements. Windows/Web Combo Clients may not be shared among users – each End User must be uniquely named and 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.

**1.8 DATAFLEX WEB APPLICATION LICENSE:** The Web Application License is an entitlement to install and use a specified Number of Web Applications on a DataFlex WebApp Server. The Number of Web Applications must not exceed the licensed Number of Web Applications authorized according to the Software Product Price List applicable for 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 via a web browser. 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.

**1.9 DATAFLEX CONNECTIVITY KITS:** For use with DataFlex Windows Clients and associated Application Software, you may install and/or use DataFlex Connectivity Kits on Personal Computers or Server Instances provided that no more than the licensed Number of End Users use the DataFlex Connectivity Kits. For use with DataFlex Web Application Licenses and associated Application Software running on DataFlex WebApp Server, you may install and/or use DataFlex Connectivity Kits on Server Instances provided that no more than the licensed Number of Applications 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 Worldwide.

For “DATAFLEX WEBAPP SERVER”: Each Server Instance running any form of the DataFlex WebApp Server requires its own, unique license and registration code even if multiple virtual Server Instances are running on the same physical computer.

“DATAFLEX STUDIO EDUCATIONAL LICENSE”: 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. 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.

“EVALUATION LICENSE” for any Software Product: you may install and use the 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 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 Channel Partner for more information.

## 2. RESERVATION OF RIGHTS.

Except as expressly granted 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 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 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 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 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 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 may be 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 for the Software Product. 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 the 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 Web Clients, 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 End Users with the general capability to create Application Software or to create and deploy databases of their own design.

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

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.

#### 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 Florida 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.

#### LIMITED WARRANTY

**GENERAL – 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.

**CUSTOMER REMEDIES.** 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.

Revised: July 2014

# 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 Inc. 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 Merteck has been advised of the possibility of such damages. In no event will Merteck'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 Merteck 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 Merteck protection equivalent to or greater than the above-cited clause.

Contractor/Manufacturer is Merteck 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 Merteck for any reason, please call (954)585-9016 or fax (866) 228-1213, or write: Merteck Data Systems Inc., 18503 Pines Blvd. Ste 312, Pembroke Pines FL 33029, USA.

## Microsoft Software License Terms

**MICROSOFT VISUAL STUDIO 2017 TOOLS, ADD-ONS and C++ REDISTRIBUTABLE**

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. They apply to the software named above. The terms also apply to any Microsoft services or updates for the software, except to the extent those have different terms.

**IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW.**

**1. INSTALLATION AND USE RIGHTS.**

You may install and use any number of copies of the software.

**2. TERMS FOR SPECIFIC COMPONENTS.**

a. Utilities. The software may contain some items on the Utilities List at <https://go.microsoft.com/fwlink/?linkid=823097>. You may copy and install these Utilities, if included with the software, onto devices to debug and deploy your applications and



databases you developed with the software. Please note that Utilities are designed for temporary use, that Microsoft may not be able to patch or update Utilities separately from the rest of the software, and that some Utilities by their nature may make it possible for others to access devices on which the Utilities are installed. As a result, you should delete all Utilities you have installed after you finish debugging or deploying your applications and databases. Microsoft is not responsible for any third party use or access of Utilities you install on any device.

b. Build Tools. The software may include build tools which have specific use terms. For build tools, you may copy and install files from the software onto your build devices, including physical devices and virtual machines or containers on those machines, whether on-premises or remote machines that are owned by you, hosted on Azure for you, or dedicated solely to your use (collectively, "Build Devices"). You and others in your organization may use these files on your Build Devices solely to compile, build, and verify applications or run quality or performance tests of those applications as part of the build process. For clarity, "applications" means applications developed by you and others in your organization who are each licensed to use the software.

c. Microsoft Platforms. The software may include components from Microsoft Windows; Microsoft Windows Server; Microsoft SQL Server; Microsoft Exchange; Microsoft Office; and Microsoft SharePoint. These components are governed by separate agreements and their own product support policies, as described in the Microsoft "Licenses" folder accompanying the software, except that, if license terms for those components are also included in the associated installation directory, those license terms control.

d. Third Party Components. The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.

The software may also include components licensed under open source licenses with source code availability obligations. Copies of those licenses, if applicable, are included in the ThirdPartyNotices file(s). You may obtain this source code from us, if and as required under the relevant open source licenses, as set forth in the ThirdPartyNotices file(s). You may also find a copy of the source code available at <https://thirdpartysource.microsoft.com/>.

3. DATA. The software may collect information about you and your use of the software, and send that to Microsoft. Microsoft may use this information to provide services and improve our products and services. You may opt-out of many of these scenarios, but not all, as described in the product documentation. There are also some features in the software that may enable you and Microsoft to collect data from users of your applications. If you use these features, you must comply with applicable law, including providing appropriate notices to users of your applications and you should provide a copy of Microsoft's privacy statement to your users. The Microsoft privacy statement is located here <https://go.microsoft.com/fwlink/?LinkID=824704>. You can learn more about data collection and use in the help documentation and our privacy statement. Your use of the software operates as your consent to these practices.

4. 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. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and only to the extent required by third party licensing terms governing the use of certain open source components that may be included in the software;
- remove, minimize, block or modify any notices of Microsoft or its suppliers in the software;
- use the software in any way that is against the law; or
- share, publish, rent or lease the software, or provide the software as a stand-alone hosted as solution for others to use, or transfer the software or this agreement to any third party.

5. EXPORT RESTRICTIONS. You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

6. SUPPORT SERVICES. Because this software is “as is,” we may not provide support services for it.

7. ENTIRE AGREEMENT. This agreement, 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.

8. APPLICABLE LAW. If you acquired the software in the United States, Washington law applies to interpretation of and claims for breach of this agreement, and the laws of the state where you live apply to all other claims. If you acquired the software in any other country, its laws apply.

9. CONSUMER RIGHTS; REGIONAL VARIATIONS. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

a. Australia. You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.

b. Canada. If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.

c. Germany and Austria.

(i)Warranty. The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, Microsoft gives no contractual guarantee in relation to the licensed software.

(ii)Limitation of Liability. In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause (ii), Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

10. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to (a) anything related to the software, services, content (including code) on third party Internet sites, or third party applications; and (b) 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 Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

EULA ID: VS2017\_TOOLS\_ADDONs\_C++\_RTW.1\_ENU