

END-USER LICENSE AGREEMENT FOR GRAPECITY DOCUMENTS SOFTWARE

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This End User License Agreement (this “EULA”) contains the terms and conditions that govern Your use of GrapeCity, Inc. (“GC” or “GrapeCity”) Documents SOFTWARE enclosed or otherwise accompanied herewith (individually and collectively, the “SOFTWARE”) (as defined below) and imposes material limitations on Your License. You should read this EULA carefully and treat it as valuable property.

I. THIS EULA

- 1. This EULA is a Legally Binding Agreement between You and GC.** By signifying Your acceptance of the terms of this EULA, You intend to be, and hereby are, legally bound to this EULA to the same extent as if GC and You physically signed this EULA. By installing, copying, or otherwise using the SOFTWARE, You agree to be bound by all the terms and conditions of this EULA. If You are acting as an agent of a company or another legal person, such as an officer or other employee acting for Your employer, then “You” and “Your” mean Your principal, the entity or other legal person for whom You are acting.
- 2. If You do not agree to all of such terms and conditions, You may not install or use the SOFTWARE.** If You do not agree with any of the terms herewith and, for whatever reason, installation has begun or has been completed, You should cancel installation or un-install the SOFTWARE, as the case may be. Furthermore, You should promptly return the SOFTWARE to the place of business from which You obtained it in accordance with any return policies of such place of business.

II. DEFINITIONS

The following terms have the respective meanings as used in this EULA:

1. “Affiliate” means an entity, institution, or organization that is controlled by, or under common control with another entity, institution, or organization, with at least majority ownership.
2. “Application/Developed Software” means software products that are developed through or by the use of the SOFTWARE.
3. “Authorized User/Team Member” means You and Your employees and independent contractors (excluding any outsourcer, facilities management providers or application service provider.)
4. “Design-Time” means the time during which you create the application in the development environment.
5. “Developed Web Server Software” means those Developed Software products that reside logically or physically on at least one (1) Web Server and are operated (meaning the computer Software instruction set is carried out) by the Web Server’s central processing unit(s) (CPU).
6. “Developer Seat Basis” means that each Developer using or otherwise accessing the programmatic interface, or the SOFTWARE, must obtain the right to do so by purchasing a separate License.
7. “Developer” means a human being or any other automated device using the SOFTWARE in accordance with the terms and conditions of this EULA.
8. “Distribution Key” means the serial key assigned for the distribution of Your developed software.
9. “Documentation” means help files, samples, databases, and images; anything provided to You for use with or in conjunction with the SOFTWARE.
10. “Network Server Basis” means that you may perform a single install of the SOFTWARE for use in the development and deployment of a Web-based Application and/or Report Definition files on a single Network Server.
11. “Network Server” means a computer with one or more computer central processing units (CPUs) that operates for the purpose of serving other computers logically or physically connected to it, including, but not limited to, other computers connected to it on an internal network, intranet, or the Internet.
12. “Object Code” means a set of instruction codes that is understood by a computer at the lowest hardware level.
13. “Online or Electronic Documentation” means data, data engines, images, updates and upgrades; anything provided to You for use with or in conjunction with the SOFTWARE.

14. "Open-Source Software" means open-source components embedded in the SOFTWARE and provided under the associated license terms, including, but not limited to, the BSD license, MIT License, and Apache License, which can be found in the LICENSE.txt file provided with the SOFTWARE.
15. "Redistributable Files" means the SOFTWARE files or other portions of the SOFTWARE that are provided by GC and are identified as such in the Documentation for distribution by You with the Developed Software.
16. "Resellers and Distributors" means a GrapeCity authorized partner.
17. "Runtime" means a time when You interact with the application the same way a user would. You can view the code, but you cannot change it.
18. "Serial Key" means a set of unique characters associated with the activation of the SOFTWARE.
19. "Site" means the single physical location that corresponds to a single physical mailing address of the server, where Your developed software resides.
20. "SOFTWARE" shall include, to the extent provided by GC, (1) any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; (2) any revisions, updates and/or upgrades thereto; (3) anything in any form whatsoever intended to be used with or in conjunction therewith; and 4) any associated media, documentation (including physical, electronic and online), and printed materials (the "Documentation").
21. "Source Code" shall mean computer Software code or programs in human readable format, such as a printed listing of a program written in a high-level computer language. The term "Source Code" includes, but is not limited to, documents and materials in support of the development of the SOFTWARE, such as flow charts, pseudo code and program notes.
22. "Team" shall mean the development group comprised of five (5) or less developers who are licensed to use the SOFTWARE pursuant to the terms of this EULA.
23. "UPDATE" means a revision to the SOFTWARE or improvement to the functionality of the SOFTWARE and may contain new features or enhancements.
24. "UPGRADE" means a subsequent version of the SOFTWARE that GC designates as a new release and makes commercially available.
25. "Web Server" means a type of Network Server that serves other computers which are specifically connected to it through either an intranet or the Internet.

III. GRANT OF LICENSE AND LIMITATIONS

The following section applies to all individual software product types and versions referenced herein.

1. **General Grant.** Subject to the terms and conditions of this EULA, You are hereby granted a limited, royalty-free, non-exclusive right to install and use the SOFTWARE in a manner consistent with its documentation and the license purchased by You.
 - a. **Developer License.** Subject to the terms and conditions set forth in this EULA, You are granted a license to use the SOFTWARE and minor updates on a Developer Seat Basis for a perpetual term.
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- b. Network Server License.** Subject to the terms and conditions of this EULA, you are licensed to use the SOFTWARE on a Network Server Basis.

License to Develop. You are licensed to install the SOFTWARE onto one (1) Network Server (as defined) and use the SOFTWARE to create and deploy Web-based Applications and/or Report Definition files on one (1) Network Server. You are licensed to either: (a) copy the SOFTWARE solely for backup or archival purposes; or (b) install the SOFTWARE on a single Network Server, provided you keep the original solely for backup or archival purposes.

License to Deploy. You are licensed to create or deploy Web-based Applications and/or Report Definition files in more than one Network Server, you must purchase one (1) additional SOFTWARE license for each additional Network Server.

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- c. Source Code License.** Subject to the terms and conditions of this EULA, if You separately acquire a Source Code License, You are licensed to use the Source Code ("SOFTWARE"). A separate Source Code License is also required for each of Your Affiliates using the SOFTWARE.

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2. LICENSE PROHIBITED USE. Subject to the terms and conditions of this EULA, You are hereby expressly prohibited from the use of the SOFTWARE in the following manner:

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- iv. GrapeCity might require proof of compliance regarding Your use of the SOFTWARE with the terms of this EULA.

3. Specific Product Limitations. Notwithstanding anything in this EULA to the contrary, if Your License is for the use of the following software products the below conditions shall apply:

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- i. You are licensed to use the SOFTWARE for a period of thirty (30) days counted from the day of installation (“**Evaluation Period**”);
- ii. Upon completion of the Evaluation Period, You shall either (i) delete the SOFTWARE from the computer containing the installation, or You may (ii) obtain a paid license of the SOFTWARE from GC

or any of its resellers or distributors; and Any Software developed with the Evaluation License may not be distributed or used for any commercial purpose.

5. **SERIAL KEY.** Notwithstanding anything in this EULA to the contrary, along with Your license, You will be issued a unique serial number (the “Serial Key”) for the activation of the SOFTWARE.

The Serial Number is subject to the restrictions set forth in this EULA and may not be disclosed or distributed either with Your Developed Software or in any other way. The disclosure or distribution of the Serial Number constitutes a breach of this EULA, the effect of which shall be the immediate termination and revocation of all the rights granted herein.

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The return option to GC is only available to the original purchaser of the unused SOFTWARE. To return the SOFTWARE directly to GC, You must first request to return the SOFTWARE within thirty (30) days from the date of purchase. Secondly, you must receive a Return Authorization Number from GC and return to GC the SOFTWARE purchased. All source code sales are final. Due to the nature of Source Code sales GrapeCity return policies do not apply.

To return the SOFTWARE to your reseller/or distributor, You must comply with the return policies of Your supplier as You agreed at the point of purchase. If the place of business from which You purchased the SOFTWARE does not honor a full refund for a period of thirty (30) days from the date of purchase, You may then return the SOFTWARE directly to GC for a refund, provided that such return is authorized within the same thirty (30) day time period.

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- 1. Limited Warranty.** GC warrants that: (i) it has the full power to enter into this Agreement and grant the license rights set forth herein; (ii) it has not granted and will not grant any rights in the SOFTWARE to any third party which grant is inconsistent with the rights granted to You in this Agreement; and (iii) the SOFTWARE does not and will not infringe any trade secret, copyright, trademark or other proprietary right held by any third party and does not infringe any patent held by any third party. EXCEPT AS OTHERWISE PROVIDED IN THE PRECEDING SENTENCE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GC EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE, DOCUMENTATION AND ANYTHING ELSE PROVIDED BY GC HEREBY AND GC PROVIDES THE SAME IN "AS IS" CONDITION WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

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IX. MISCELLANEOUS

- ENTIRE AGREEMENT.** This EULA (including any addendum to this EULA included with the SOFTWARE) is the final, complete, and exclusive statement of the entire agreement between You and GC relating to the SOFTWARE. This EULA supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of this EULA, whether oral or written. No terms or conditions, other than those contained herein, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing and duly executed between the parties, or by other non-oral manner of agreement whereby the parties objectively and definitively act in a manner to be bound (such as by continuing with an installation of the SOFTWARE, etc.). Employees, agents, and other representatives of GC are not permitted to orally modify this EULA.
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- TERMINATION.** Without prejudice to any other rights it may have, GC may terminate this EULA and the Licenses if You fail to comply with the terms and conditions contained herein. In such an event, You must destroy all copies of the SOFTWARE and all of its component parts.
- STATUTE OF LIMITATIONS.** You agree that any action in relation to an alleged breach of this EULA shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.
- YOU INDEMNIFY GC.** You agree to indemnify, hold harmless, and defend GC and its suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, which arise out of or

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- 6. INTERPRETATION OF THIS EULA.** If for any reason a court of competent jurisdiction finds any provision of this EULA, or any portion thereof, to be unenforceable, that provision of this EULA will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this EULA will continue in full force and effect. Formatives of defined terms shall have the same meaning of the defined term. Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision. Except as otherwise required or superseded by law, this EULA is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. The parties' consent to the personal jurisdiction and venue of the Commonwealth of Pennsylvania, in the County of Allegheny, and agree that any legal proceedings arising out of this EULA shall be conducted solely in such State. If the SOFTWARE was acquired outside the United States of America, then local law may apply. However, the application of the U.N. Convention of Contracts for the International Sale of Goods is expressly excluded. The original version of this EULA is the English language version. Any discrepancy or conflict that may arise between the English version of this EULA and those written in any other language shall be resolved and interpreted with reference to the English version, which will always control.