

End-User License Agreement For Grapecity Software

IMPORTANT: READ CAREFULLY

This End User License Agreement (this “EULA”) contains the terms and conditions that govern your use of the SOFTWARE (as defined below) and imposes material limitations to your rights. You should read this EULA carefully and treat it as valuable property.

I. THIS EULA

- 1** Software Covered by this EULA. This EULA governs your use of the GrapeCity, Inc. (“GC”) software product(s) enclosed or otherwise accompanied herewith (individually and collectively, the “**SOFTWARE**”). The term “SOFTWARE” includes, to the extent provided by GC: 1) any revisions, updates and/or upgrades thereto; 2) any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; 3) anything in any form whatsoever intended to be used with or in conjunction with the SOFTWARE; and 4) any associated media, documentation (including physical, electronic and online) and printed materials (the “**Documentation**”).
- 2 This EULA is a Legally Binding Agreement Between You and GC.** 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. However, importantly, even if you are acting as an agent for another, you may still be personally liable for violation of federal and State laws, such as copyright infringement.

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 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. Return policies may vary among resellers; therefore 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 returns is authorized within the same thirty (30) day time period. To return the product directly to GC, you must first obtain a Return Authorization Number by contacting GC, and you must forward to GC all items purchased, including the proof of purchase. The return must be postage-prepaid, and post-marked within thirty (30) days from the proof of purchase, time being of the essence. The return option to GC is only available to the original purchaser of an unopened factory packaged item.

II. YOUR LICENSE TO DEVELOP AND TO DISTRIBUTE

As provided in more detail below, this EULA grants you two licenses: 1) a license to use the SOFTWARE to develop other software products (the **“Development License”**); and 2) a license to use and/or distribute the Developed Software (the **“Distribution License”**). These licenses (including the Source Code license described below, individually and collectively, the **“Licenses”**) are explained and defined in more detail below.

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

- **“Network Server”** means a computer with one or more computer central processing units (CPU’s) 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.
- **“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.
- **“Developed Software”** means those computer software products that are developed by or through the use of the SOFTWARE.
- **“Developed Web Server Software”** means those Developed Software products that reside logically or physically on at least one Web Server and are operated (meaning the computer software instruction set is carried out) by the Web Server’s central processing unit(s) (CPU).
- **“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.
- **“Developer”** means a human being or any other automated device using the SOFTWARE in accordance with the terms and conditions of this EULA.
- **“Developer Seat License”** 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 End User License.
- **“Site”** means the single physical location that corresponds to a single physical mailing address, where Developers are licensed to use the licensed SOFTWARE.
- **“Site License”** means the license to use the SOFTWARE granted to all Developers at a given Site under the terms of this EULA.
- **“Source Code”** shall mean computer software code or programs in human readable format,

such as a printed listing of such 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 effort of the SOFTWARE, such as flow charts, pseudo code and program notes.

- 2 Your Development License.** You are hereby granted a limited, royalty-free, non-exclusive right to use the SOFTWARE to design, develop, and test Developed Software, on the express condition that, and only for so long as, you fully comply with all terms and conditions of this EULA.

The SOFTWARE is licensed to you on a Developer Seat License basis.

Developer Seat License basis means that you may perform an installation of the SOFTWARE for use in designing, testing and creating Developed Software by a single Developer on one or more computers, each with a single set of input devices, so long as 1) such computer/computers is/are used only by one single Developer at any given time and not concurrently and, 2) the user is the primary User to whom the license has been granted. Conversely, you may not install or use the SOFTWARE on a computer that is a network server or a computer at which the SOFTWARE is used by more than one Developer. You may not network the SOFTWARE or any component part of it, where it is or may be used by more than one Developer unless you purchase an additional Development License for each Developer. You must purchase another separate license to the SOFTWARE in order to add additional developer seats, whether the additional developers are accessing the SOFTWARE in a stand-alone environment or on a computer network.

The license rights granted under this Agreement may be limited to a specified number of days after you first install the SOFTWARE unless you supply information required to license or activate your licensed copy, as the case may be, within the time and the manner described during the SOFTWARE setup sequence and/or in the dialog boxes appearing during use of the SOFTWARE. You may need to activate the SOFTWARE through the use of the Internet, email or telephone; toll charges may apply. You may need to re-activate the SOFTWARE if you modify your computer hardware or if you have installed it on a different computer; in some cases the number of activations allowed may be limited and you will have to contact GC for clearance. Product activation is based on the exchange of information between your computer and GC. None of this information contains personally identifiable information nor can they be used to identify any personal information about you or any information you store in your computer. YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE TECHNOLOGICAL MEASURES IN THE SOFTWARE THAT ARE DESIGNED TO PREVENT UNLICENSED OR ILLEGAL USE OF THE SOFTWARE. YOU AGREE THAT GC MAY USE SUCH MEASURES AND YOU AGREE TO FOLLOW ANY REQUIREMENTS REGARDING SUCH TECHNOLOGICAL MEASURES. YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE WILL CEASE TO FUNCTION UNLESS AND UNTIL YOU ACTIVATE THE APPLICABLE SOFTWARE SERIAL NUMBER.

You agree that GC may audit your use of the SOFTWARE for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the SOFTWARE other than in full compliance with the terms of this EULA, you shall reimburse GC for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

In all cases, (a) you may not use GC's name, logo, or trademarks to market your Developed Software without the express written consent of GC; (b) you must include the following GC copyright notice in your Developed Software documentation and/or in the "About Box" of your Developed Software, and wherever the copyright/rights notice is located in the Developed Software ("Portions Copyright © GrapeCity, Inc. 1987-2011. All Rights Reserved."); (c) you agree to indemnify, hold harmless, and defend GC, its suppliers and resellers, from and against any claims or lawsuits, including attorney's fees that may arise from the use or distribution of your Developed Software; (d) you may use the SOFTWARE only to create Developed Software that is significantly different than the SOFTWARE.

3 Your Distribution License.

License to Distribute Developed Software. Subject to the terms and conditions in this EULA, you are granted the license to use and to distribute Developed Software on a royalty-free basis, provided that the Developed Software incorporates the SOFTWARE as an integral part of the Developed Software in machine-language compiled format (customarily an ".exe", or ".dll", etc.). You may not distribute, bundle, wrap or subclass the SOFTWARE as Developed Software which, when used in a "design-time" development environment, exposes the programmatic interface of the SOFTWARE. You may distribute, on a royalty-free basis, Redistributable Files with Developed Software only. You may not add or transfer the SOFTWARE serial number to the computer where the Developed Software is installed. Users of the Developed Software may not use the SOFTWARE or the Redistributable Files, directly or indirectly, for development purposes. In particular, if you create a control (or user control) using the SOFTWARE as a constituent control, you are not licensed to distribute the control you created with the SOFTWARE to users for development purposes.

4 Specific Product Limitations.

Notwithstanding anything in this EULA to the contrary, if the license you have purchased includes any of the following products, then the following additional limitations will apply:

a. ComponentOne Reports for .NET Designer Edition. ComponentOne Reports for .NET Designer Edition includes at least: 1) one dynamic link library file (c1.win.c1reportdesigner.dll) known as C1ReportDesigner Component, 2) one executable file (ReportDesigner.exe) known as C1ReportDesigner Application and, 3) the source code of the C1ReportDesigner Application (the "**Report Designer Source Code**"). The C1ReportDesigner Component is subject to the general terms and restrictions set forth in this EULA. The C1ReportDesigner Application is an executable file used to design and prepare reports; the C1ReportDesigner Application may be distributed, free of royalties, only in conjunction with the Developed Software.

GC hereby also grants you the right to use and to modify the Report Designer Source Code to create derivative works that are based on the licensed Report Designer Source Code. You may distribute such derivative works, solely in object code format and exclusively in conjunction with and/or as a part of the Developed Software. **You are expressly not granted** the right to distribute, disclose or otherwise make available to any third party the licensed Report Designer Source Code, any portion, modified version or derivative work thereof, in source code format.

GC shall retain all right, title and interest in and to the licensed Report Designer Source Code, and all GC updates, modifications or enhancements thereof. Nothing herein shall be deemed to transfer any ownership or title rights in and to the licensed Report Designer Source Code from GC to you.

THE REPORT DESIGNER SOURCE CODE IS LICENSED TO YOU AS IS. GC DOES NOT AND SHALL NOT PROVIDE YOU WITH ANY TECHNICAL SUPPORT FOR YOUR REPORT DESIGNER SOURCE CODE LICENSE.

- b. VSView Reporting Edition (ActiveX).** VSView Reporting Edition includes at least one executable file listed as “VSRptX.exe” (where X indicates the version number i.e.7,8, etc.), known as “**Designer.**” The file “VSRptX.exe”, or any upgrade or future versions of the Designer, are subject to the restrictions set forth in this EULA and may not be distributed with your Developed Software or in any other way.
- c. Studio Products.** You may not share the component parts of the Studio Products licensed to you with other Developers, nor may you allow the use and/or installation of such components by other Developers.
- d. Spread COM.** Spread COM includes the following software components which you may use under the license to create Developed Software or Developed Web Server Software that are subject to the general terms and restrictions set forth in this EULA: (i) FPSPR80.OCX, (ii) FPSPRU80.OCX, (iii) SPR32D80.DLL, (iv) SPR32DU80.DLL, (v) SPR64D80.DLL, (vi) SPR64DU80.DLL, (vii) SPRIA64D80.DLL, (viii) SPRIA64DU80.DLL, (ix) FARPOINT.SPREAD8DLL32.EXCEL2007.DLL, (x) FARPOINT.SPREAD8UDLL32.EXCEL2007.DLL, (xi) FARPOINT.SPREAD8DLL64.EXCEL2007.DLL, (xii) FARPOINT.SPREAD8UDLL64.EXCEL2007.DLL, (xiii) FARPOINT.SPREAD8DLLIA64.EXCEL2007.DLL, (xiv) FARPOINT.SPREAD8UDLLIA64.EXCEL2007.DLL, (xv) FPIMAGE.DLL.
- e. Spread for Windows Forms.** Spread for Windows Forms includes the following software components which you may use under the license to create Developed Software or Developed Web Server Software that are subject to the general terms and restrictions set forth in this EULA: (i) FarPoint.Win.Spread.FpSpread, (ii) FarPoint.Win.Spread.FormulaTextBox, (iii) FarPoint.Win.Chart.FpChart, (iv) FarPoint.Win.Spread.Design.FpSpreadDesigner, (v) FarPoint.Win.Spread.FormulaProvider, (vi) GrapeCity.Win.MultiRow.GcMultiRow. This product may be licensed as a Site License to you; in which case, Developers at the Site shall be licensed to re-distribute royalty-free, the run time version of the assemblies listed under the section titled Redistribution in the product’s documentation.
- f. Spread for ASP.NET.** Spread for ASP.NET includes the software components listed under the preceding paragraph plus the following software components which are subject to the general terms and restrictions set forth in this EULA: (i) FarPoint.Web.Spread.FpSpread, (ii) FarPoint.Web.Spread.FpTemplateReplacement, (iii) FarPoint.Web.Spread.SpreadDataSource, (iv) FarPoint.Mvc.Spread.FpSpread, (v) FarPoint.Web.Chart.FpChart. This product may be licensed as a Site License to you; in which case, Developers at the Site shall be licensed to re-distribute royalty-free, the run time version of the assemblies listed under the section titled Redistribution in the product’s documentation.

- g. Spread WPF-Silverlight.** Spread WPF-Silverlight includes the following software components which you may use under the license to create Developed Software or Developed Web Server Software that are subject to the general terms and restrictions set forth in this EULA: (i) GrapeCity.WPF.CalcEngine.dll, (ii) GrapeCity.WPF.Excel.dll, (iii) GrapeCity.WPF.PDF.dll, (iv) GrapeCity.WPF.SpreadSheet.Data.dll, (v) GrapeCity.WPF.SpreadSheet.UI.dll, (vi) GrapeCity.Silverlight.CalcEngine.dll, (vii) GrapeCity.Silverlight.Excel.dll, (viii) GrapeCity.Silverlight.PDF.dll, (ix) GrapeCity.Silverlight.SpreadSheet.Data.dll, (x) GrapeCity.Silverlight.SpreadSheet.UI.dll, (xi) C1.WPF.SpreadSheet.4.dll, (xii) C1.WPF.SpreadSheet.C1Chart.4.dll, (xiii) C1.WPF.SpreadSheet.C1Chart3D.4.dll, (xiv) C1.WPF.SpreadSheet.Toolbar.4.dll, (xv) C1.Silverlight.SpreadSheet.Chart.dll, (xvi) C1.Silverlight.SpreadSheet.Chart3D.dll, (xvii) C1.Silverlight.SpreadSheet..dll, (xviii) C1.Silverlight.SpreadSheet.Imaging.dll, (xix) C1.Silverlight.SpreadSheet.Toolbar.dll, (xx) C1.Silverlight.SpreadSheet..Zip.dll. Spread WPF-Silverlight includes a file commonly known as “Designer” which has been developed with the Fluent Ribbon Control Suite which is subject to the terms of the Microsoft Public License (Ms-PL) (<http://fluent.codeplex.com/license>). Spread WPF-Silverlight may be licensed as a Site License to you; in which case, Developers at the Site shall be licensed to re-distribute royalty-free, the run time version of the assemblies listed under the section titled Redistribution in the product’s documentation.
- h. ActiveReports.** This product may be licensed as a Site License to you; in which case, Developers at the Site shall be licensed to re-distribute royalty-free, the run time version of the assemblies listed under the section titled ActiveReports redistributable files in the product’s documentation.
- i. ActiveReports Professional edition.** This product may be licensed as a Site License to you; in which case, Developers at the Site shall be licensed to re-distribute royalty-free, the run time version of the assemblies listed under the section titled Active reports Professional redistributable files in the product’s documentation.
- j. ActiveAnalysis.** This product may be licensed as a Site License to you; in which case, Developers at the Site shall be licensed to re-distribute royalty-free, the run time version of the assemblies listed under the section titled ActiveAnalysis redistributable files in the product’s documentation.
- k. Spread WinRT.** Spread WinRT includes the following software components which you may use under the license to create Developed Software or Developed Web Server Software that are subject to the general terms and re-strictions set forth in this EULA: (i) GrapeCity.Xaml.CalcEngine.dll, (ii) GrapeCity.Xaml.Excel.dll, (iii) GrapeCity.Xaml.PDF.dll, (iv) GrapeCity.Xaml.SpreadSheet.Data.dll, (v) GrapeCity.Xaml.SpreadSheet.UI.dll, (vi) C1.Xaml.SpreadSheet.Chart.dll, (vii) C1.Xaml.SpreadSheet.dll, (viii) C1.Xaml.SpreadSheet.Imaging.dll, (ix) C1.Xaml.SpreadSheet.Zip.dll, (x) SharpDX.Direct2D1.dll, (xi) SharpDX.Direct3D11.dll, (xii) SharpDX.dll, (xiii) SharpDX.DXGI.dll. Spread WinRT includes a file commonly known as “Designer” which has been developed with the Fluent Ribbon Control Suite which is subject to the terms of the Microsoft Public License (Ms-PL) (<http://fluent.codeplex.com/llicense>).

I. Spread Studio. Spread Studio includes the software components found in Spread for Windows Forms, Spread for ASP.NET, Spread WinRT, and Spread WPF-Silverlight and is subject to the terms of use and license specified thereunder.

5 Updates/Upgrades; Studio Subscription. Subject to the terms and conditions of this EULA, the Licenses are perpetual. Updates and upgrades to the SOFTWARE may be provided by GC from time-to-time, and, if so provided by GC, are provided upon the terms and conditions offered at that time by GC in its sole discretion. GC may provide updates and upgrades to the SOFTWARE for free or for any charge, at any time or never, and through its chosen manner of access and distribution, all in GC's sole discretion.

GC licenses certain of its separately-licensed products bundled together in a product suite, called the GC "Studio" product line (the "**Studio Products**"). The exact separately-licensed products that are bundled into the Studio Products may change from time-to-time in GC's sole discretion. If the SOFTWARE is identified as a GC "Studio" product, then the SOFTWARE is one of the Studio Products. The SOFTWARE and the Studio Products are revised from time-to-time (meaning, for example, revised with updates, upgrades and, in the case of Studio products, sometimes changes to the mix of products included in the bundle). To receive any such revisions to the SOFTWARE or the Studio Products, as the case may be, you must have a valid SOFTWARE license or a valid Studio subscription. Together with the Licenses, the original purchaser is granted a one-year subscription from the date of purchase. Upon expiration, you must renew your license subscription to continue to be entitled to receive SOFTWARE and/or the Studio Products revisions as the case may be.

6 Serial Number. With your license, you will be issued a unique serial number (the "Serial Number") used 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.

7 Evaluation Copy. If you are using an "evaluation copy", "Beta" or "Preview", specifically designated as such by GC on its website or elsewhere, then the Licenses are limited as follows: a) you are granted a license to use the SOFTWARE for a period of thirty (30) days counted from the day of installation (the "**Evaluation Period**"); b) 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; and c) any Developed Software developed with the Evaluation Copy may not be distributed or used for any commercial purpose.

III. SOURCE CODE LICENSE

As provided in more detail herein, if you separately acquire a license to the SOFTWARE'S Source Code, this EULA grants you a license to use the SOFTWARE's source code (the "**Source Code**") for purposes

of education and as supplementary documentation of the SOFTWARE (the “**Source Code License**”). For avoidance of doubt, the Source Code is not routinely delivered with the SOFTWARE and its license must be purchased separately.

1 **Your Source Code License.**

License to Use Source Code of SOFTWARE for purposes of supplementing the documentation provided with the SOFTWARE and education. You acknowledge and agree that the Source Code is confidential property of GC and that it contains valuable and proprietary trade secrets of GC. You agree to make any and all commercially reasonable efforts to warrant the confidentiality of the Source Code; and that such Source Code will only be disclosed to those within your organization with a clear and definitive need to know, and that such individuals will be bound by terms of confidentiality that are no less in scope than those applicable to your own confidential materials. By disclosing the Source Code to an individual within your organization, you assume any and all civil, financial and/or criminal responsibilities for all uses, or misuses of Source Code by any such employee, officer, representative, contractor or other third party.

You may only view, and use the Source Code subject to the terms and conditions below:

- The Source Code is provided to you and your Developers for the sole purposes of supplementing the documentation of the SOFTWARE and for your education, so as to enable you to understand the operation of the SOFTWARE at a source code level. You expressly do not have, and are not granted the right to use the Source Code to create any derivative works or to modify the SOFTWARE or its Source Code in any way.
- Under no circumstances may the Source Code or any portion thereof be distributed, disclosed or otherwise made available to any third party outside of your organization.
- GC shall retain all right, title and interest in and to the licensed Source Code, and all GC updates, modifications or enhancements thereof. Nothing herein shall be deemed to transfer any ownership or title rights in and to the licensed Source Code from GC to you.
- THE SOURCE CODE IS LICENSED TO YOU AS IS. GC DOES NOT AND SHALL NOT PROVIDE YOU WITH ANY TECHNICAL SUPPORT, OR ANY AUTOMATIC UPDATES OR UPGRADES FOR YOUR SOURCE CODE LICENSE.

IV. INTELLECTUAL PROPERTY

- 1 **Copyright.** You agree that all right, title, and interest in and to the SOFTWARE (including, but not limited to, any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the SOFTWARE), and any copies of the SOFTWARE, and any copyrights and other intellectual properties therein or related thereto are owned exclusively by GC, except to the limited extent that GC may be the rightful license holder of certain third-party technologies incorporated into the SOFTWARE. The SOFTWARE is protected by copyright laws and international treaty provisions. **The SOFTWARE is licensed to you, not sold to you.** GC reserves all rights not otherwise expressly and specifically granted to you in this EULA.
- 2 **Backups.** You may make a copy of the SOFTWARE solely for backup or archival purposes. Notwithstanding the foregoing, you may not copy the printed Documentation.

- 3 General Limitations.** You may not reverse engineer, decompile, or disassemble the SOFTWARE or any of its constituents, except and only to the extent that applicable law expressly permits such activity notwithstanding this limitation.
- 4 Software Transfers.** You may not rent or lease the SOFTWARE. You may permanently transfer all of your rights under the EULA, provided that you retain no copies, that you transfer all the SOFTWARE (including all component parts, the media and printed materials, any updates, upgrades, this EULA and, if applicable, the Certificate of Authenticity), and that the transferee agrees to be bound by the terms of this EULA. If the SOFTWARE is an update or upgrade, any transfer must include all prior versions of the SOFTWARE.
- 5 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.
- 6 Export Restrictions.** You acknowledge that the SOFTWARE is of U.S. origin. You acknowledge that the license and distribution of the SOFTWARE is subject to the export control laws and regulations of the United States of America, and any amendments thereof, which restrict exports and re-exports of software, technical data, and direct products of technical data, including services and Developed Software. You agree that you will not export or re-export the SOFTWARE or any Developed Software, or any information, documentation and/or printed materials related thereto, directly or indirectly, without first obtaining permission to do so as required from the United States of America Department of Commerce's Bureau of Industry and Security ("**BIS**"), or other appropriate governmental agencies, to any countries, end-users, or for any end-uses that are restricted by U.S. export laws and regulations, and any amendments thereof, which include, but are not limited to: Restricted Countries, Restricted End-Users, and Restricted End-Uses.

These restrictions change from time to time. You represent and warrant that neither the BIS nor any other United States federal agency has suspended, revoked or denied your export privileges. GC acknowledges that it shall use reasonable efforts to supply you with all reasonably necessary information regarding the SOFTWARE and its business to enable you to fully comply with the provisions of this Section. If you have any questions regarding your obligations under United States of America export regulations, you should contact the Bureau of Industry and Security, United States Department of Commerce, Exporter Counseling Division, Washington DC. U.S.A. (202) 482-4811, <http://www.bis.doc.gov>.

- 7 U.S. Government Restricted Rights.** The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. You will comply with any requirements of the Government to obtain such RESTRICTED RIGHTS protection, including without limitation, the placement of any restrictive legends on the SOFTWARE, and any license agreement used in connection with the distribution of the SOFTWARE. Manufacturer is GrapeCity, Inc., 201 South Highland Avenue, 3rd Floor, Pittsburgh, Pennsylvania 15206 USA. For solicitations issued by the Government on or after December 1, 1995 and the Department of Defense on or after September 29, 1995, the only rights provided in the software and documentation provided herein shall be those contained in this EULA. Under no circumstances shall GC be obligated to comply with any Governmental requirements regarding the submission of or the request for exemption from submission of cost or pricing data or cost

accounting requirements. For any distribution of the SOFTWARE that would require compliance by GC with the Government's requirements relating to cost or pricing data or cost accounting requirements, you must obtain an appropriate waiver or exemption from such requirements for the benefit of GC from the appropriate Government authority before the distribution and/or license of the SOFTWARE to the Government.

V. WARRANTIES AND REMEDIES

- Limited Warranty.** GC warrants that the original media, if any, are free from defects for ninety (90) days from the date of delivery of the SOFTWARE and that the SOFTWARE shall perform substantially as described in its documentation. GC also 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.**

GC HEREBY REPRESENTS THAT THE SOFTWARE LICENSED HERewith IS ONLY INTENDED TO RUN AND OPERATE IN ACCORDANCE WITH ITS DOCUMENTATION, IN THE MICROSOFT VISUAL STUDIO DEVELOPMENT ENVIRONMENT, WHICH IS THE DEVELOPMENT ENVIRONMENT FOR WHICH GC PROVIDES TECHNICAL SUPPORT. NOTWITHSTANDING THE FOREGOING, WHILE THE SOFTWARE MAY RUN AND OPERATE CONSISTENTLY WITH ITS DOCUMENTATION IN OTHER CONTAINERS OR DEVELOPMENT ENVIRONMENTS, WHETHER AS A STAND ALONE SOFTWARE LIBRARY OR AS A NESTED CONSTITUENT OF A CONTROL OR APPLICATION, GC EXPRESSLY MAKES NO SUCH REPRESENTATION. DEVELOPMENT ENVIRONMENTS, APPLICATIONS AND/OR CONTAINERS OTHER THAN MICROSOFT VISUAL STUDIO ARE DEEMED TO BE NON-STANDARD CONTAINERS FOR WHICH DIFFERENT LICENSING TERMS MAY APPLY. SUCH LICENSING TERMS ARE NOT INCLUDED IN THIS EULA AND MAY BE OBTAINED BY CONTACTING GC DIRECTLY.

THIS LIMITED WARRANTY SHALL BE VOID AND NULL IF FAILURE OF THE SOFTWARE TO PERFORM SUBSTANTIALLY AS DESCRIBED IN ITS DOCUMENTATION HAS RESULTED FROM AN ACCIDENT, OR THE ABUSE OR MISAPPLICATION OF THE SOFTWARE.

- Limited Remedy.** GC PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR ANY SAMPLE APPLICATION CODE, REDISTRIBUTABLE FILES, TRIAL VERSION

AND THE NOT FOR RESALE VERSION OF THE SOFTWARE. ANY SAMPLE APPLICATION CODE, TRIAL VERSION AND THE NOT FOR RESALE VERSION OF THE SOFTWARE ARE PROVIDED “AS IS”.

GC’s entire liability and your exclusive remedy under this EULA shall be, at GC’s sole option, either (a) return of the price paid for the SOFTWARE; (b) repair the SOFTWARE through updates distributed online or otherwise in GC’s discretion; or (c) replace the SOFTWARE with SOFTWARE that substantially performs as described in the SOFTWARE documentation, provided that you return the SOFTWARE in the same manner as provided in Section 1.2 for return of the SOFTWARE for non-acceptance of this EULA. Any media for any repaired or replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. THESE REMEDIES ARE NOT AVAILABLE OUTSIDE OF THE UNITED STATES OF AMERICA. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GC BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF GC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CERTAIN CASES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

VI. MISCELLANEOUS

- 1 This is the 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 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.
- 2 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 result from your distribution of your Developed Software, your Developed Web Server Software or from your breach of any of the terms and conditions of this EULA.
- 3 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 effect 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, 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.