# **End User License Agreement**

Copyright (C) 2005-2018 Active Database Software.

END-USER LICENSE AGREEMENT- DEVELOPER LICENSE FOR ALL SOFTWARE COMPONENT PRODUCT(S)

IMPORTANT- READ CAREFULLY: This Active Database Software ("ActiveDBSoft") End-User License Agreement ("EULA") is a legal agreement between the purchaser of SOFTWARE COMPONENT PRODUCT(S) ("Developer End User") and ActiveDBSoft for all ActiveDBSoft software components, source code, demos, intermediate files, media, printed materials, and "online" or electronic documentation ("SOFTWARE COMPONENT PRODUCT(S)") contained in this installation file.

Subject to the terms and conditions of this EULA, ActiveDBSoft grants to Developer End User a personal, nonexclusive license to install and use the SOFTWARE COMPONENT PRODUCT(S) for the sole purposes of designing, developing, testing, distributing and deploying application programs which Developer End User creates. By installing, copying, or otherwise using the SOFTWARE COMPONENT PRODUCT(S), Developer End User agrees to be bound by the terms of this EULA. If Developer End User does not agree to any part of the terms of this EULA, DO NOT INSTALL, USE, EVALUATE, OR REPLICATE IN ANY MANNER, ANY PART, FILE OR PORTION OF THE SOFTWARE COMPONENT PRODUCT(S).

All SOFTWARE COMPONENT PRODUCT(S) is licensed, not sold. If Developer End User is an individual, Developer End User must acquire an individual license for the SOFTWARE COMPONENT PRODUCT(S) from ActiveDBSoft or its authorized resellers. If Developer End User is an entity, Developer End User must acquire, from ActiveDBSoft or its authorized resellers, an individual license for each individual developer, within Developer End User's organization, using, and or developing with, the SOFTWARE COMPONENT PRODUCT(S).

If the SOFTWARE COMPONENT PRODUCT(S) Developer End User has obtained is marked as a "TRIAL" or "EVALUATION", Developer End User may install one copy of the SOFTWARE COMPONENT PRODUCT(S) for testing purposes ONLY.

RIGOROUS ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS. If the licensed right of use for this SOFTWARE COMPONENT PRODUCT(S) is purchased by Developer End User with any intent to reverse engineer, decompile, and the exploitation or unauthorized transfer of any ActiveDBSoft intellectual property and trade secrets, to include any exposed methods or source code where provided, no licensed right of use shall exist, and any PRODUCT(s) created as a result shall be judged illegal by definition of all applicable law. Any sale or resale of intellectual property or created derivatives so obtained will be prosecuted to the fullest extent of all local, federal and international law.

#### 1. GRANT OF LICENSE.

This EULA, if legally executed as defined herein, licenses and so grants Developer End User the following rights:

SOFTWARE COMPONENT PRODUCT(S). Developer End User may install and use one copy of the SOFTWARE COMPONENT PRODUCT(S), including any and all source code if provided, or any prior version legally licensed for the same operating system, on a single computer. The primary user of the computer on which the SOFTWARE COMPONENT PRODUCT(S) is installed may make a second copy for his or her exclusive use on a portable computer. Developer End User acknowledges and agrees that the SOFTWARE COMPONENT PRODUCT(S) in source code form remains a confidential trade secret of ActiveDBSoft.

(a) Storage/Network Use. Developer End User may also store or install a copy of the SOFTWARE COMPONENT PRODUCT(S) on a storage device, such as a network server, used only to install or run the SOFTWARE COMPONENT PRODUCT(S) on Developer End User's other computers over an internal network; however, Developer End User must acquire and dedicate a license for each separate computer on which the SOFTWARE COMPONENT PRODUCT(S) is installed or run from the storage device. A license for the SOFTWARE COMPONENT PRODUCT(S) may not be shared or used concurrently on different computers.

## 2. Not for Resale Software.

If the SOFTWARE COMPONENT PRODUCT(S) is labeled and provided as "Not for Resale" or "NFR", then, notwithstanding other sections of this EULA, Developer End User may not resell, distribute, or otherwise transfer for value or benefit in any manner, the SOFTWARE COMPONENT PRODUCT(S) or any derivative work using the SOFTWARE COMPONENT PRODUCT(S). Developer End User may not transfer, rent, lease, lend, copy, modify, translate, sublicense, time-share or electronically transmit the SOFTWARE COMPONENT PRODUCT(S), media or documentation. This also applies to any and all intermediate files, source code, and compiled executables.

## 3. Limitations on Reverse Engineering, Decompilation, and Disassembly.

Developer End User may not reverse engineer, decompile, or disassemble the SOFTWARE COMPONENT PRODUCT(S), and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. The provision of source code, if included with the SOFTWARE COMPONENT PRODUCT(S), does not constitute transfer of any legal rights to such code, and resale or distribution of all or any portion of all source code and intellectual property will be prosecuted to the fullest extent of all applicable local, federal and international laws. Developer End User agrees to take all reasonable, legal and appropriate measures to prohibit the illegal dissemination of the SOFTWARE COMPONENT PRODUCT(S) or any of its constituent parts and Redistributables to the fullest extent of all applicable local, US and International Laws and Treaties regarding anti-circumvention, including but not limited to, the Geneva and Berne World Intellectual Property Organization (WIPO) Diplomatic Conferences.

4. Separation of Components, their constituent parts and Redistributables.

The SOFTWARE COMPONENT PRODUCT(S) is licensed as a single PRODUCT(s). The SOFTWARE COMPONENT PRODUCT(S) and its constituent parts and any provided Redistributables may not be reverse engineered, decompiled, disassembled or separated for use on more than one computer, nor placed for distribution, sale, or resale as individual creations by Developer End User. The provision of source code, if included with the SOFTWARE COMPONENT PRODUCT(S), does not constitute transfer of any legal rights to such code, and resale or distribution of all or any portion of all source code and intellectual property will be prosecuted to the fullest extent of all applicable local, federal and international laws. All ActiveDBSoft libraries, source code, Redistributables and other files remain ActiveDBSoft's exclusive property. Regardless of any modifications that Developer End User makes, Developer End User may not distribute any files (particularly ActiveDBSoft source code and other non-executable files) except those that ActiveDBSoft has expressly designated as a Redistributable.

#### 5. Rental.

Developer End User may not rent, lease, or lend the SOFTWARE COMPONENT PRODUCT(S).

#### 6. Transfer.

Except as expressly allowed hereunder, Developer End User may NOT permanently or temporarily transfer ANY of its rights under this EULA to any individual or entity. Regardless of any modifications which Developer End User makes and regardless of how Developer End User might compile, link, and/or package its programs, under no circumstances may the libraries, code, Redistributables, and/or other files of the SOFTWARE COMPONENT PRODUCT(S) (including any portions thereof) be used for developing programs by anyone other than Developer End User. Only Developer End User has the right to use the libraries, code, Redistributables, or other files of the SOFTWARE COMPONENT PRODUCT(S) (or any portions thereof) for developing programs created with the SOFTWARE COMPONENT PRODUCT(S). In particular, Developer End User may not share copies of the Redistributables with other co-developers not individually licensed hereunder. Developer End User may not reproduce or distribute any ActiveDBSoft documentation without ActiveDBSoft's explicit permission.

With written notification to ActiveDBSoft, Developer End User may transfer its license of the SOFTWARE COMPONENT PRODUCT(S) to a successor company.

## 7. Royalty free redistribution.

ActiveDBSoft PRODUCT(s) may include certain files ("Redistributables") intended for distribution by Developer End User to the users of programs Developer End User creates. Redistributables include, for example, those files identified in printed or on-line documentation

or identified by ActiveDBSoft as redistributable files, or those files preselected for deployment by an install utility provided with the SOFTWARE COMPONENT PRODUCT(S) (if any). In any event, the Redistributables for the SOFTWARE COMPONENT PRODUCT(S) are only those files specifically designated as such by ActiveDBSoft.

Subject to all of the terms and conditions in this EULA, Developer End User may reproduce and distribute exact copies of the Redistributables, provided that such copies are made from the original copy of the SOFTWARE COMPONENT PRODUCT(S) or the copy transferred to the single hard disk. Having the source code of SOFTWARE COMPONENT PRODUCT(S), Developer End User may distribute copies of Redistributables built from modified source code. Copies of Redistributables may only be distributed with and for the sole purpose of executing application programs permitted under this EULA that Developer End User has created using the SOFTWARE COMPONENT PRODUCT(S). Under no circumstances may any copies of Redistributables be distributed separately.

REDISTRIBUTABLES. To obtain a list of Redistributables that apply under this EULA, contact customer-service@activedbsoft.com

Distribution by the Developer End User of any design-time tools (EXE's OCX's or DLL's), executables, and source code distributed to Developer End User by ActiveDBSoft as part of this SOFTWARE COMPONENT PRODUCT(S) and not explicitly identified as a Redistributable file is strictly prohibited. The Developer End User'shall not develop software applications that provide an application programming interface to the SOFTWARE COMPONENT PRODUCT(S) or the SOFTWARE COMPONENT PRODUCT(S) as modified.

The Developer End User may NOT distribute the SOFTWARE COMPONENT PRODUCT(S), in any format, to other users for development or application compilation purposes. Specifically, if Developer End User creates a control using the SOFTWARE COMPONENT PRODUCT(S) as a constituent control, Developer End User may NOT distribute the control created with the SOFTWARE COMPONENT PRODUCT(S) (in any format) to users to be used at design time or for ANY development purposes.

Developer End User MAY NOT REDISTRIBUTE any SOFTWARE COMPONENT PRODUCT(s) files if using an evaluation, trial, Not for Resale, or demo version of the SOFTWARE COMPONENT PRODUCT(s).

#### 8. Additional restrictions.

DEVELOPER END USER MAY NOT CREATE NEW 'ACTIVE X' COMPONENTS OR '.NET' COMPONENTS, or ANY OTHER COMPONENT ARCHITECTURE, INCLUDING BUT NOT LIMITED TO DLLs, FOR DISTRIBUTION OUTSIDE OF DEVELOPER END USER'S COMPANY IN ANY FORM, MANNER OR MEDIA OR USING ANY DISTRIBUTION CHANNEL, WHICH UTILIZES ALL OR ANY PORTION OF THE SOFTWARE COMPONENT PRODUCT(S) AND ITS RELATED SOURCE CODE.

DEVELOPER END USER MAY NOT CREATE ANY TOOL OR SOFTWARE COMPONENT PRODUCT(S) THAT DIRECTLY OR INDIRECTLY COMPETES WITH THE SOFTWARE COMPONENT PRODUCT(S) WHICH UTILIZES ALL OR ANY PORTION OF THE SOFTWARE COMPONENT PRODUCT(S) AND ITS RELATED SOURCE CODE.

# 9. Upgrades.

If the SOFTWARE COMPONENT PRODUCT(S) is labeled as an upgrade, Developer End User must be properly licensed to use the SOFTWARE COMPONENT PRODUCT(S) identified by ActiveDBSoft as being eligible for the upgrade in order to use the SOFTWARE COMPONENT PRODUCT(S). A SOFTWARE COMPONENT PRODUCT(S) labeled as an upgrade replaces and/or supplements the SOFTWARE COMPONENT PRODUCT(S) that formed the basis for Developer End User's eligibility for the upgrade, and together constitutes a single PRODUCT(S). Developer End User may use the resulting upgraded PRODUCT(S) only in accordance with all the terms of this EULA.

# 10. Copyright.

All title and copyrights in and to the SOFTWARE COMPONENT PRODUCT(S) (including but not limited to any copywritten images, demos, source code, intermediate files, packages, photographs, Redistributables, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE COMPONENT PRODUCT(S) the accompanying printed materials, and any copies of the SOFTWARE COMPONENT PRODUCT(S)) are owned by ActiveDBSoft or its subsidiaries. The SOFTWARE COMPONENT PRODUCT(S) is protected by copyright laws and international treaty provisions and therefore, Developer End User must treat the SOFTWARE COMPONENT PRODUCT(S) like any other copyrighted material except that Developer End User may install the SOFTWARE COMPONENT PRODUCT(S) as described in this EULA.

#### 11. Installation and Use.

The license granted in this EULA for Developer End User to create Developer End User's own compiled programs and distribute Developer End User programs and the Redistributables (if any), is subject to all of the following conditions: (i) all copies of the programs Developer End User creates must bear a valid copyright notice, either Developer End User's own or the ActiveDBSoft copyright notice that appears on the SOFTWARE COMPONENT PRODUCT(S); (ii) Developer End User may not remove or alter any ActiveDBSoft copyright, trademark or other proprietary rights notice contained in any portion of ActiveDBSoft libraries, source code, Redistributables or other files that bear such a notice; (iii) ActiveDBSoft provides no warranty at all to any person, other than the Limited Warranty provided to Developer End User and Developer End User will remain solely responsible to anyone receiving Developer End User's programs for support, service, upgrades, or technical or other assistance, and such recipients will have no right to contact ActiveDBSoft for such services or assistance; (iv) Developer End User will indemnify and hold ActiveDBSoft, its related companies and its suppliers, harmless from and against any claims or liabilities arising out of End Developer's use, reproduction or distribution of Developer End User's programs; (v) Developer End User's programs containing

ActiveDBSoft SOFTWARE COMPONENT PRODUCT(S) must be written using a licensed, registered copy of the SOFTWARE COMPONENT PRODUCT(S); (vi) Developer End User's programs must add primary and substantial functionality, and may not be merely a set or subset of any of the libraries, code, Redistributables or other files of the SOFTWARE COMPONENT PRODUCT(S); (vii) regardless of any modifications which Developer End User makes and regardless of how Developer End User might compile, link, or package Developer End User's programs, the libraries, code, Redistributables, and/or other files of the SOFTWARE COMPONENT PRODUCT(S) (including any portions thereof) may not be used in programs created by Developer End User's end users (i.e., users of Developer End User programs) and may not be further redistributed by Developer End User end users; and (viii) Developer End User may not use ActiveDBSoft's or any of its suppliers' names, logos, or trademarks to market Developer End User programs.

## 12. U.S. GOVERNMENT RESTRICTED RIGHTS.

The SOFTWARE COMPONENT PRODUCT(S) is Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor-manufacturer is ActiveDBSoft.

# 13. Export restrictions.

ActiveDBSoft expressly complies with all export restrictions imposed by the government of the United States of America. Developer End User agrees not to export or re-export the SOFTWARE COMPONENT PRODUCT(S) within any created application to any country, person, entity or end User'subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria. Developer End User warrants and represents that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Developer End User's export privileges.

## 14. Disclaimer of warranty.

ActiveDBSoft expressly disclaims any warranty for the SOFTWARE COMPONENT PRODUCT(S). THE SOFTWARE COMPONENT PRODUCT(S) AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ActiveDBSoft DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE COMPONENT PRODUCT(S) IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE COMPONENT PRODUCT(S) REMAINS

WITH DEVELOPER END USER. No oral or written information or advice given by ActiveDBSoft or its employees shall create a warranty or in any way increase the scope of this warranty.

# 15. Limitations on liability.

To the maximum extent permitted by applicable law, in no event shall ActiveDBSoft 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, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE COMPONENT PRODUCT(S) or the provision of or failure to provide Support Services, even if ActiveDBSoft has been advised of the possibility of such damages.

Developer End User understands that the SOFTWARE COMPONENT PRODUCT(S) may produce inaccurate results because of a failure or fault within the SOFTWARE COMPONENT PRODUCT(S) or failure by Developer End User to properly use and or deploy the SOFTWARE COMPONENT PRODUCT(S). Developer End User assumes full and sole responsibility for any use of the SOFTWARE COMPONENT PRODUCT(S), and bears the entire risk for failures or faults within the SOFTWARE COMPONENT PRODUCT(S). Developer End User agrees that regardless of the cause of failure or fault or the form of any claim, DEVELOPER END USER'S SOLE REMEDY AND ActiveDBSoft'S SOLE OBLIGATION SHALL BE GOVERNED BY THIS AGREEMENT AND IN NO EVENT SHALL ActiveDBSoft'S LIABILITY EXCEED THE PRICE PAID TO ActiveDBSoft FOR THE SOFTWARE COMPONENT PRODUCT(S). This Limited Warranty is void if failure of the SOFTWARE COMPONENT PRODUCT(S) has resulted from accident, abuse, alteration, unauthorized use or misapplication of the SOFTWARE COMPONENT PRODUCT(S).

#### 16. Indemnification.

Developer End User hereby agrees to indemnify ActiveDBSoft and its officers, directors, employees, agents, and representatives from each and every demand, claim, loss, liability, or damage of any kind, including actual attorneys fees, whether in tort or contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any third party with respect to any breach or violation of this Agreement by Developer End User or any claims based on the SOFTWARE COMPONENT PRODUCT(S) included in Developer End User's program(s).

## 17. Support services.

ActiveDBSoft may provide Developer End User with support services related to the SOFTWARE COMPONENT PRODUCT(S) ("Support Services"). Use of Support Services is governed by ActiveDBSoft policies and programs described in the user manual, in "on line" documentation and/or other ActiveDBSoft provided materials. Any supplemental SOFTWARE COMPONENT PRODUCT(S) provided to Developer End User as part of the Support Services shall be considered part of the SOFTWARE COMPONENT PRODUCT(S) and subject to the terms and conditions of this EULA. With respect to technical information Developer End User

provides to ActiveDBSoft as part of the Support Services, ActiveDBSoft may use such information for its business purposes, including for SOFTWARE COMPONENT PRODUCT(s) support and development. ActiveDBSoft will not utilize such technical information in a form that personally identifies Developer End User.

#### 18. Termination.

Without prejudice to any other rights or remedies, ActiveDBSoft will terminate this EULA upon Developer End User's failure to comply with all the terms and conditions of this EULA. In such events, Developer End User must destroy all copies of the SOFTWARE COMPONENT PRODUCT(S) and all of its component parts including any related documentation, and must remove ANY and ALL use of such technology immediately from any applications using technology contained in the SOFTWARE COMPONENT PRODUCT(S) developed by Developer End User, whether in native, altered or compiled state.

## 19. Miscellaneous.

This EULA shall be construed, interpreted and governed by the laws of the State of Nevada, U.S.A. This EULA gives Developer End User'specific legal rights; Developer End User may have others that vary from state to state and from country to country.

This EULA may only be modified in writing signed by Developer End User and an authorized officer of ActiveDBSoft. If any provision of this EULA is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in effect.

ActiveDBSoft reserves all rights not specifically granted in this EULA.

ACKNOWLEDGEMENTS. Developer End User acknowledges that he or she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.