

## **ADD-IN EXPRESS LTD. SOFTWARE PRODUCT END-USER LICENSE AGREEMENT - SINGLE DEVELOPER LICENSE**

This End-User License Agreement applies to the current versions of our products. Your use of the previous versions is governed by the EULA in effect at the time of purchase.

Please read carefully the following terms and conditions before installing the software. By installing the software you indicate your acceptance of these terms and conditions.

This Add-in Express Ltd. ("ADD-IN EXPRESS") End-User License Agreement ("EULA") is a legal agreement between you, a developer of software applications or an entity that purchased an individual license(s) for its developer(s) ("DEVELOPER") and ADD-IN EXPRESS for all ADD-IN EXPRESS products, including components, source code, demos, intermediate files, media, printed materials, and "online" or electronic documentation ("SOFTWARE").

By purchasing, installing, copying, or otherwise using the SOFTWARE, you acknowledge that you have read this AGREEMENT and you agree to be bound by its terms and conditions. If you are representing a business and/or entity, you acknowledge that you have the legal authority to bind the business and/or entity you are representing to all the terms and conditions of this AGREEMENT.

If you do not agree to any of the terms and conditions of this AGREEMENT or if you do not have the legal authority to bind the business and/or entity you are representing to any of the terms and conditions of this AGREEMENT, do not install, use, distribute in any manner, or replicate in any manner, any part, file or portion of the SOFTWARE.

### **GRANT OF LICENSE**

Subject to all the terms and conditions of this AGREEMENT, ADD-IN EXPRESS grants you a personal, non-exclusive license to install and use the SOFTWARE for the sole purposes of designing, developing, testing, and deploying application programs which you create.

Individual use license. If you are an individual, you may install, copy, and use the SOFTWARE by purchasing a 12-month subscription from ADD-IN EXPRESS or its authorized resellers, in accordance with the SUBSCRIPTION AND UPDATES section of this AGREEMENT.

Business use license. The SOFTWARE is licensed on a per-developer basis. If you represent a business and/or entity, you or your employees may install and use the SOFTWARE by purchasing a 12-month subscription from ADD-IN EXPRESS or its authorized resellers for each developer using the SOFTWARE, in accordance with the SUBSCRIPTION AND UPDATES section of this AGREEMENT. The number of licensed developers using the SOFTWARE must be equal to or less than the number of seats purchased from ADD-IN EXPRESS or its authorized resellers.

Evaluation (trial) use license. If the SOFTWARE you have obtained is marked as a "TRIAL" or "EVALUATION," you may install one copy of the SOFTWARE for evaluation purposes only, for a specified period ("EVALUATION PERIOD"). Upon expiration of the EVALUATION PERIOD, the SOFTWARE must be uninstalled and all copies destroyed. You may not redistribute files in the SOFTWARE distribution if using an evaluation or trial version of the SOFTWARE.

### **RIGHTS**

Installing the SOFTWARE. You may install and use one copy of the SOFTWARE, including any and all source code if provided, or any prior version legally licensed for the same operating system, on a single computer. You may also install and use an additional copy of the SOFTWARE on a portable

computer. You acknowledge and agree that the SOFTWARE in source code form remains a confidential trade secret of ADD-IN EXPRESS.

**Transferring the SOFTWARE.** You may transfer all of your rights to use the SOFTWARE to another person, provided that you transfer to that person all of the software, diskettes (if applicable), and documentation provided in this package (including this EULA), and transfer or destroy all copies in any form. Remember, once you transfer the software, you no longer have any right to use it, and the person to whom it is transferred may use it only in accordance with the copyright law, international treaty, and this license.

**Modifying source code.** This provision applies only to the SOFTWARE supplied with source code. ADD-IN EXPRESS hereby grants you a limited, non-exclusive license to modify, rebuild and compile the source code of the SOFTWARE as well as distribute your applications built on modified source code. All copyright notices in the source code must remain intact. ADD-IN EXPRESS does not provide technical support for issues related to modifying the source code of the SOFTWARE, nor for modified source code, and does not guarantee the compatibility of your applications built on the modified source code of the SOFTWARE with other applications built using the SOFTWARE.

### **SUBSCRIPTION AND UPDATES**

The SOFTWARE is licensed on a subscription basis. A subscription lasts for a 12-month period from the date of purchase. You will be eligible to receive all updates for the SOFTWARE during this 12-month period. Upon expiration of a subscription, you can optionally renew the SOFTWARE subscription for an additional 12-month period (and each subsequent year thereafter) in order to continue receiving updates of the SOFTWARE from ADD-IN EXPRESS.

If the SOFTWARE is labeled as an update, you must be properly licensed to obtain the updated SOFTWARE. The SOFTWARE labeled as an update replaces and/or supplements the original SOFTWARE that formed the basis for your eligibility for the update, and together constitutes a single product. You may only use the updated SOFTWARE in accordance with all the terms of this AGREEMENT.

The original SOFTWARE and the updated SOFTWARE cannot both be available for use by two different people at the same time, and cannot be transferred separately without written permission from ADD-IN EXPRESS.

Pricing for the 12-month SOFTWARE subscription and any subsequent renewal of the subscription are listed on [www.add-in-express.com](http://www.add-in-express.com) and subject to change with or without notice.

ADD-IN EXPRESS reserves the right to discontinue the SOFTWARE or its constituents at any time.

### **RESTRICTIONS**

**Rental.** You may not rent, lease, lend, copy, modify, sub-license, time-share, electronically transmit or receive the Software, except as provided in this license, or as directed by ADD-IN EXPRESS. You may not translate, reverse engineer, decompile or disassemble or otherwise alter the Software or its documentation.

**Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE, 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, 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. You agree to take all reasonable, legal and appropriate measures to prohibit the illegal dissemination of the SOFTWARE or any of its constituent parts and distributables to the fullest extent of all applicable local, US Codes and International Laws and Treaties regarding anti-circumvention, including but not limited to, the Geneva and Berne World Intellectual Property Organization (WIPO) Diplomatic Conferences.

**Royalty Free Redistribution.** The SOFTWARE may include certain files ("REDISTRIBUTABLES") intended for distribution by you to the users of software applications which you create using the SOFTWARE. REDISTRIBUTABLES include, for example, those files identified in printed or on-line documentation as redistributable files, or those files preselected for deployment by an install utility provided with the SOFTWARE (if any). In all circumstances, the REDISTRIBUTABLES for the SOFTWARE are only those files specifically designated as such by ADD-IN EXPRESS. Only the legally registered DEVELOPER, or an entity that purchased an individual license for its developer(s), may distribute the software applications that they create using the SOFTWARE and all accompanying REDISTRIBUTABLES as part of an executable program or dll only, subject to all of the conditions of this Agreement. Only the legally registered DEVELOPER, or an entity that purchased an individual license for its developer(s), is licensed to use the software for any development purposes including software development, coding, building, debugging, etc. All ADD-IN EXPRESS libraries, packages, source code, and all resulting intermediate files (obj, dcu, ETC.) are confidential and proprietary trade secrets of ADD-IN EXPRESS. AT NO TIME MAY DEVELOPER CREATE ANY TOOL(S), REDISTRIBUTABLE(S), OR SOFTWARE PRODUCT(S) THAT DIRECTLY OR INDIRECTLY COMPETES WITH ADD-IN EXPRESS SOFTWARE WHICH UTILIZES ALL OR ANY PORTION OF THE SOFTWARE.

**Copyright.** All title and copyrights in and to the SOFTWARE (including but not limited to any images, demos, source code, intermediate files, packages, photographs, distributables, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE the accompanying printed materials, and any copies of the SOFTWARE) are owned by ADD-IN EXPRESS or its subsidiaries. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material except that you may install the SOFTWARE on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE.

#### **LIMITED WARRANTY**

**NO WARRANTIES.** ADD-IN EXPRESS expressly disclaims any warranty for the SOFTWARE. THE SOFTWARE 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. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. To the maximum extent permitted by applicable law, in no event shall ADD-IN EXPRESS 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 or the provision of or failure to provide Support Services, even if ADD-IN EXPRESS has been advised of the possibility of such damages.

#### **SUPPORT SERVICES**

ADD-IN EXPRESS may provide you with support services related to the SOFTWARE ("Support Services"). Use of Support Services is governed by the ADD-IN EXPRESS policies and programs

described in the user manual, in "on line" documentation and/or other ADD-IN EXPRESS-provided materials. Any supplemental SOFTWARE code provided to you as part of the Support Services shall be considered part of the SOFTWARE and subject to the terms and conditions of this EULA. With respect to technical information you provide to ADD-IN EXPRESS as part of the Support Services, ADD-IN EXPRESS may use such information for its business purposes, including for SOFTWARE support and development. ADD-IN EXPRESS will not utilize such technical information in a form that personally identifies you.

#### **CUSTOMER REMEDIES**

ADD-IN EXPRESS and its suppliers' entire liability and your exclusive remedy shall be, at ADD-IN EXPRESS option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE that does not meet ADD-IN EXPRESS Limited Warranty and which is returned to ADD-IN EXPRESS with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

#### **MISCELLANEOUS**

You may not sublicense or assign the license of the SOFTWARE. Any attempt to sublicense or assign any of the rights, duties or obligations hereunder is void. Should you have any questions regarding this Agreement, you may contact ADD-IN EXPRESS by writing to Add-in Express Ltd., 149 Barykina Str., Homel, 246000, Republic of Belarus.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Copyright © 2002-2018 Add-in Express Ltd. All rights reserved.