

**CODEJOCK SOFTWARE® XTREME TOOLKITPRO™
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 Xtreme ToolkitPro™ 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 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 error-free. 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 Technologies, LLC P.O. Box 726 Owosso, Michigan 48867