

## END USER SOFTWARE LICENSE AGREEMENT – Conquest Software Solutions LLC.

This End User License Agreement (“Agreement”) is a legal agreement between You (an individual or an entity who will be referred to in this Agreement as “You” or “Your”) and Conquest Software Solutions LLC., located at 601 S. Rancho Drive, Suite A-10, Las Vegas, NV 89106, USA (“CSS”) for the use of software and related services provided by CSS.

BY CLICKING THE "YES" BUTTON AND USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT CLICK THE "CANCEL" BUTTON AND DO NOT USE THE SOFTWARE.

### 1) SOFTWARE LICENSE

Subject to your compliance with the terms of this Agreement CSS grants You a non-exclusive, non-transferable right (“License”) to use the Software in the manner and for the purposes intended and described in the documentation. The License models available for the individual software products are described in article 7 and 8.

**Single Use Perpetual License:** permits a single authorized end user to install the Software on a single computer for use by that end user.

**Concurrent Use Perpetual License:** is a multi user license and may be installed on a network to be used concurrently on different computers by up to the maximum number of users licensed.

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**Project License:** is a term license with a limited lifetime of one or two years. The term starts from the date the License-Key is provided to You.

**Trial License:** a Trial License may be used for demonstration, testing and evaluation purposes for as long as 30 days or any other period defined in the trial license key. The Software must not be used in a production environment. The Software provides full functionality but has certain limitations described on the CSS download page.

**Free License:** CSS may offer You the complimentary use of software made available only in conjunction with the purchase of fee-based software. Free licenses are made available to enable certain product functionalities or increase the benefit of use. At this date *docuVIEWER* is provided as a free license in conjunction with *ClearDB* Documenter.

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**License-Key:** a License-Key is required to install and run the Software. The License-Key is provided by CSS upon completion of the order process and the acceptance of this Agreement.

**License Violation:** if a License violation is detected the Software will notify You of such violation by an electronic message to the User. You commit to remedy the violation within 30 days from receipt of the notification. Upon Your request CSS will help You understand the nature of the violation and the actions required to establish License compliance. If the License violation is not remedied within the 30 days period the software will automatically stop working.

**Backup Copy:** You may make one backup copy of the Software in machine-readable form provided it is not installed or used on any computer.

**Software Use within a Network:** You may transfer the Software from one computer or network to another provided the Software is installed in a way and within the limits authorized by the Agreement.

**Transfer of Rights:** assignment or transfer of the rights and obligations under this Agreement require express prior to written consent by CSS. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

## 2) SOFTWARE SUPPORT AND MAINTENANCE

Upon acceptance of Your order CSS agrees to provide Software support and maintenance to You pursuant to the terms and conditions set forth herein.

**Support:** technical support is provided via the Online Support Desk ("OSD"), a tool integrated with the Software. The current version and the immediately preceding version of the Software is supported. The Support delivery is contingent upon proper use of the Software. You agree to cooperate with CSS and provide the required information, resources and consents that CSS may require to perform the support services.

**Maintenance:** maintenance comprises the delivery of Software upgrades, updates or patches as CSS makes them generally available from time to time. New Software versions are delivered electronically and are also available as downloads from the CSS website. Any such improvements or modifications become part of the Software for all purposes of this Agreement.

### Service Level Agreements:

**Initial Support & Maintenance:** following the purchase of Software Licenses CSS provides 60 days free technical support and software upgrades/updates. CSS will make good faith effort to respond to technical support requests as quickly as possible but does not commit to a specific response time.

**Free Release Updates & Maintenance Builds:** free release updates and maintenance builds are identified by the 3<sup>rd</sup> or 4<sup>th</sup> digit of the four digit Software version control number. These updates are made available to You at no extra charge and can be downloaded from the CSS website.

**Premium Annual Maintenance & Support ("AMS"):** AMS entitles You to all Software version upgrades/updates at no additional expense. AMS protects Your investment and keeps the Software up to date. Update/upgrade information is sent to You electronically as new Software versions become available. Priority technical support is provided. Support requests are responded to within 2 business days.

**AMS Fee:** the AMS fee is 20% of the price of the supported Software. For renewal periods CSS may increase the amount of the immediately preceding annual fee by a percentage not to exceed the Consumer Price Index (CPI), as published by the U.S. Department of Labor. Fees are due and payable annually in advance of a support period. Failure to pay will result in the termination of the AMS service.

**Matching Service Levels:** when acquiring AMS all licenses in a given license set must be supported under the same technical support service level. You may not support a subset of licenses within a license set.

**Reinstatement of AMS:** if AMS service lapses or was not originally purchased with the License, a reinstatement fee can be assessed to enable AMS coverage. The reinstatement fee will be calculated and communicated to You by CSS upon Your request.

**Contract Term:** AMS is an annual contract that renews automatically unless terminated by You by the last day of the current AMS period. Information about renewal date and remaining lifetime of AMS contracts is available via the user web account LOGIN -> MY ACCOUNT -> MY LICENSES or the Conquest Tool -> HELP -> ABOUT. As a courtesy CSS will advise You of upcoming renewal dates and your right to terminate. To terminate AMS please access the user web account LOGIN -> MY ACCOUNT -> MY LICENSES and select the AMS contract you wish to terminate.

### 3) GENERAL PROVISIONS

**Ownership:** the Software is protected by copyright laws as well as other intellectual property laws. CSS is the owner of the Software and reserves all rights not expressly granted to You by this Agreement. The Software is licensed and not sold. CSS is not obliged to provide the source code of the Software.

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**License Compliance:** If You are a business, company or organization, You agree that upon request from CSS You will within thirty (30) days document and certify that the use of any and all CSS Software at the time of the request is in conformity with Your valid Software License Agreement.

**Discontinuing or Modifying Services:** You acknowledge that CSS has the right to discontinue the manufacture and development of any of the Software and the support for that Software, in its sole discretion at any time, including the distribution of older Software versions. Notwithstanding the foregoing, if CSS discontinues the manufacture and support for a specific Software, Support for any remaining Software covered by this Agreement shall not be adversely affected. CSS reserves the right to alter the AMS services, in its sole discretion but in no event shall such alterations result in: (a) diminished support from the level of support set forth herein; (b) materially diminished obligations for CSS; or (c) Your materially diminished rights.

**Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, USA. The United Nations Convention on Contracts for the International Sale of Goods will not apply. You and CSS agree to submit to the exclusive jurisdiction of, and venue in, the courts in Las Vegas, Nevada, in any dispute arising out of or relating to this Agreement.

### 4) LIMITATION OF WARRANTY AND LIABILITY

#### NO WARRANTY ON LICENSED SOFTWARE

THE LICENSED SOFTWARE IS PROVIDED TO YOU "AS IS". CSS MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. CSS MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR TERMS (EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF DEALING, TRADE PRACTICE OR OTHERWISE) AS TO THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

#### LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. CSS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID CSS UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID CSS FOR THE DEFICIENT SOFTWARE OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

## 5) SEVERABILITY

In case a provision in this Agreement is invalid or unenforceable the provision shall be considered inoperable to the extent of such invalidity or unenforceability and the remainder of this Agreement shall continue in full force and effect. The parties agree to replace any such invalid or unenforceable provision by a new provision that comes closest to the original intent.

## 6) WAIVER

The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed by both parties.

## 7) LICENSE MODEL METRICS

Fee-based licenses are available as single use or if licensed for more than one user concurrent use licenses. Except for project licenses having a limited lifetime the right to use is granted on a perpetual basis.

	PERPETUAL LICENSE	PROJECT LICENSE	NUMBER OF USER	NUMBER OF DB INSTANCES
<i>ClearSQL</i>	x		x	
<i>ClearDB Documenter</i>	x		x	x
<i>ClearDB Documenter</i>		x	1	2
<i>SQLDetective</i>	x		x	

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- DV is also available as free download from the CSS web site and may be distributed to an unlimited number of user within Your organisation to facilitate the access to encrypted documentation created by *ClearDB Documenter*

## 9) TERM

This Agreement will be effective upon acceptance by You. It shall terminate automatically if You fail to comply with the terms of the Agreement and the material breach is not remedied within two weeks following its occurrence. No notice shall be required from CSS to effect such termination. You may terminate this Agreement at any time by notifying CSS in writing. Upon termination You must immediately uninstall and destroy all copies of the Software, the documentation and other accompanying written materials.

----- End of Agreement -----