License Agreement

for devDept Software products

Version 1.15, Revised January 16, 2017

IMPORTANT: READ CAREFULLY: This End User License Agreement ("EULA") is a legal agreement between you, a developer of software applications, and devDept Software S.a.s. ("DEVDEPT") for all DEVDEPT products, frameworks, components, source code, demos, intermediate files, media, printed materials, and "online" or electronic documentation ("SOFTWARE") contained in this distribution.

By installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms of this EULA. If you do not agree to any part of the terms of this EULA, DO NOT INSTALL, COPY, USE, EVALUATE, OR REPLICATE IN ANY MANNER, ANY PART, FILE OR PORTION OF THE SOFTWARE.

SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. DEVDEPT or its suppliers own the title, copyright and other intellectual property rights in SOFTWARE. SOFTWARE is licensed, not sold.

Summary of some of the most popular topics covered in this EULA:

- Licenses granted are perpetual. They do not expire when your subscription does.
- Licensed users get unlimited, royalty-free distribution rights.
- Licensed users can install the SOFTWARE on any number of computers.
- To develop with the SOFTWARE, each developer must have his own subscription.
- You may not use the SOFTWARE to develop SDKs, APIs or development tools.
- The SOFTWARE is provided as-is, without representations or warranties of any kind.

1) GRANT OF LICENSE.

DEVDEPT grants you the rights described in this EULA provided that you comply with all the terms and conditions of this EULA:

- a) General Software License Grant. DEVDEPT grants the use of SOFTWARE according to one of the named license types below as identified in SOFTWARE description and according to the feature list included with SOFTWARE documentation.
 - i) Standard License. DEVDEPT grants to you one (1) personal, nontransferable, nonexclusive, royalty free license to use copies of SOFTWARE and install such Software on one (1) desktop computer and one (1) laptop computer (i) for your single concurrent internal use, (ii) to design, develop and test any number applications that you create.
 - ii) Trial 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 period of 30 calendar days from the date of installation ("EVALUATION PERIOD"). Upon expiration of the EVALUATION PERIOD, the SOFTWARE must be uninstalled and all copies destroyed. You may not create applications or begin software projects using the SOFTWARE under the terms of the Trial license. You may not redistribute files in the SOFTWARE distribution if using an evaluation or trial version of the SOFTWARE.
- b) Software Activation. SOFTWARE may include technology that restricts the use of SOFTWARE to a specific hardware profile that, when present, must be activated to use SOFTWARE. The installation may be transferred to a new machine no more than once every 30 days with confirmation of deactivation of SOFTWARE from the original machine. DEVDEPT may, but is not required to, at its discretion authorize additional transfers for hardware failure or other circumstances.

- c) Remote Access. The single primary user of the licensed machine may access and use SOFTWARE installed on the licensed machine remotely from any other device. No other person may use SOFTWARE under the same license.
- d) **Unlicensed Third Parties**. Licenses are non-transferable. All parties must be licensed individually by DEVDEPT.
- e) Documentation. With respect to electronic and other documentation, you may make any number of copies (either in hard copy or electronic form) provided that such copies shall be used only for internal purposes and are not republished or distributed beyond your premises.

f) Redistribution.

- i) You are granted a royalty free license to redistribute in binary form any components of SOFTWARE explicitly marked as redistributable provided that you provide all technical support for the distribution, you do not allow recipients to disassemble, decompile, or in any other way allow them to gain separate access to SOFTWARE or any part of SOFTWARE.
- ii) Redistributions in binary form must reproduce the following copyright notice in the documentation, or wherever such third-party acknowledgements normally appear: "Portion of copyright © devDept Software S.a.s. All Rights Reserved."
- iii) The end user documentation included with the redistribution, if any, must include the following acknowledgment: "This product includes software developed by devDept Software S.a.s. (http://www.devdept.com)." Alternately, this acknowledgment may appear in the software itself, if and wherever such third party acknowledgments normally appear. You may optionally exclude this notice with written permission from DEVDEPT.
- iv) The name "DEVDEPT" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact sales@devdept.com.
- Works derived from SOFTWARE may not be called "DEVDEPT", nor may "DEVDEPT" appear in their name, without prior written permission of DEVDEPT.
- vi) DEVDEPT is not obligated to provide support for works derived from SOFTWARE.

- g) Disassembly. You may not reverse engineer, decompile, disassemble or in any other way try to gain access to information regarding the construction of SOFTWARE or attempt in any way to circumvent or disable any software protection including but not limited to encryption, copy protection, machine profiling and software enforced restrictions.
- h) **Reservation of Rights.** DEVDEPT reserves all rights not expressly granted herein.

2) DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- a) **Rental.** You may not rent, lease, or lend SOFTWARE without express written permission from DEVDEPT.
- b) Termination. Without prejudice to any other rights, DEVDEPT may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must immediately destroy all copies of the SOFTWARE, including backups and all of its component parts and derived works. Section 5 and 6 will survive termination of the agreement.
- c) **Term.** The term of this EULA shall continue perpetually from the date of purchase unless terminated according to the provisions in section 2(b).
- d) Consideration. For the rights and license granted in this EULA you will pay DEVDEPT or an authorized reseller the currently published retail price available at http://www.devdept.com or another mutually agreed upon amount to appear on a valid invoice.
- e) Consent to Use of Data. You agree that DEVDEPT and its affiliates may collect and use technical information, excluding any Confidential Information, gathered as part of SOFTWARE support services provided to you, if any, related to SOFTWARE. DEVDEPT may use this information solely to improve its products, to provide customized services or technologies to you and to verify compliance with terms of this EULA. DEVDEPT may disclose this information, excluding any information explicitly declared as Confidential Information, to others but not in a form that personally identifies you.
- f) Derived Works. You agree that you will not use SOFTWARE to develop derived works that offer similar functionality as SOFTWARE, expose the features of SOFTWARE for use by an unlicensed third party. You agree not to create software that might directly compete with DEVDEPT products at the time of the purchase.

3) SOFTWARE MAINTENANCE AND UPDATES

- a) For a period of twelve (12) months following the purchase of SOFTWARE, DEVDEPT will provide email support with guaranteed response in one (1) business day.
- b) For a period of twelve (12) months following the purchase of SOFTWARE, DEVDEPT will provide free critical upgrades to SOFTWARE. Updates may be obtained by logging in to your account at http://www.devdept.com/account
- c) Upgrades and Updates. If this copy of SOFTWARE is an upgrade or update from an earlier version of SOFTWARE, it is provided to you on a license exchange basis. You agree by your installation and use of such copy of SOFTWARE to voluntarily terminate your earlier EULA and that you will not continue to use the earlier version of SOFTWARE or transfer it to another person or entity.
- 4) EXPORT RESTRICTIONS. You acknowledge that SOFTWARE is subject to Italian export jurisdiction. You agree to comply with all applicable international and national laws that apply to SOFTWARE including the Italian Export Administration Regulations as well as end-user, endues and destination restrictions issued by Italian and other governments.
- 5) **INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into SOFTWARE and any copies of SOFTWARE that you are expressly permitted to make herein) are owned by DEVDEPT or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of SOFTWARE are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All title and intellectual property rights in and to your modifications to SOFTWARE are owned by you provided that such modifications are made available to DEVDEPT free of charge and royalty free for inclusion in later releases of SOFTWARE. All rights not expressly granted are reserved by DEVDEPT.

6) **NONDISCLOSURE**

 a) Both parties recognize that the other party may obtain proprietary and/or confidential information ("Confidential Information") in the course of the business relationship defined herein. Each party therefore agrees that it will not

- disclose the Confidential Information of the other party to any third party (i) except as provided for in this EULA or as necessary to pursue and implement the business relationships defined herein; (ii) to its responsible employees and professional advisors with a bona fide need to know and whom are bound by agreement or law to keep such information confidential; (iii) as authorized by the other party in writing or (iv) to the extent required by applicable law, court, or government agency, provided that the disclosing party promptly notifies the other party thereof and cooperates with any efforts by the disclosing party, at the disclosing party's expense, to limit such disclosure by means of seeking a protective order or requesting confidential treatment.
- b) You shall notify DEVDEPT immediately upon discovery of any unauthorized use or disclosure of confidential information, and will cooperate with DEVDEPT in every reasonable way to help DEVDEPT regain possession of the confidential information and prevent its further unauthorized use or disclosure.
- c) You agree to pay, liquidated damages of no less than ten (10) times the purchase price or fifteen thousand Euros (€15,000) whichever is greater plus any direct, indirect or actual damages if any violation of section 6 is proved in a court of law or admitted.

7) LIMITED WARRANTY AND DISCLAIMER

- a) Except with respect to a TRIAL, EVALUATION or BETA versions of the SOFTWARE, DEVDEPT warrants that, for a period of ninety (90) days from the date of delivery (as evidenced by a copy of your receipt): (i) when used with a recommended hardware configuration, SOFTWARE will perform in substantial conformance with the documentation supplied with SOFTWARE; and (ii) the physical media on which SOFTWARE is furnished, if any, will be free from defects in materials and workmanship under normal use.
- b) DEVDEPT PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR THE TRIAL, EVALUATION OR BETA VERSION OF SOFTWARE. THE TRIAL, EVALUATION OR BETA VERSION OF SOFTWARE IS PROVIDED "AS IS".
- c) DEVDEPT AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALSO, THERE IS NO WARRANTY OF NON INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. DEVDEPT DOES NOT WARRANT THAT SOFTWARE IS ERRORFREE OR WILL OPERATE WITHOUT INTERRUPTION, SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR **OPERATION OF NUCLEAR FACILITIES, AIRCRAFT** NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. DEVDEPT SPECIFICALLY DISCLAIMS ANY **EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR** SUCH PURPOSES.

- d) IF APPLICABLE LAW REQUIRES ANY WARRANTIES
 WITH RESPECT TO THE SOFTWARE, ALL SUCH
 WARRANTIES ARE LIMITED IN DURATION TO NINETY
 (90) DAYS FROM THE DATE OF DELIVERY.
- e) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DEVDEPT, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.
- 8) **EXCLUSIVE REMEDY.** Your exclusive remedy under the preceding is to return SOFTWARE to the place you acquired it, with a copy of your receipt and a description of the problem. Provided that any noncompliance with the above warranty is reported in writing to DEVDEPT no more than ninety (90) days following delivery to you, DEVDEPT will use reasonable commercial efforts to supply you with a replacement copy of SOFTWARE that substantially conforms to the documentation, provide a replacement for defective media, or refund to you your purchase price for SOFTWARE, at its option. DEVDEPT shall have no responsibility if SOFTWARE has been altered in any way, if the media has been damaged by misuse, accident, abuse, modification or misapplication, or if the failure arises out of use of SOFTWARE with other than a recommended hardware or software configuration. Any such misuse, accident, abuse, modification or misapplication of SOFTWARE will void the warranty above. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU FOR BREACH OF

EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND RELATED DOCUMENTATION.

- 9) LIMITATION OF LIABILITY
 - a) NEITHER DEVDEPT NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF **BUSINESS, LOSS OF PROFITS, BUSINESS** INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF DEVDEPT OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
 - b) DEVDEPT'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF €50 EUROS OR THE AMOUNT PAID BY YOU FOR SOFTWARE THAT CAUSED SUCH DAMAGE.
 - THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES ANDDISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.
- 10) **INDEMNITY.** You agree to indemnify DEVDEPT and its officers, directors, employees, agents, and representatives from each and every demand, claim, loss, liability, or damage of any kind, including actual attorney's 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 you or any claims based on the Applications and SOFTWARE included herein.
- 11) **NO WAIVER.** No action taken by either party pursuant to this EULA, and no waiver by either party, whether express or implied, of any provision or right in this EULA or any breach thereof, and no failure of either party to exercise or enforce any of its rights under this EULA, will constitute a continuing waiver with respect to such provision or right or as a breach

- or waiver or any other provision or right, whether or not similar.
- 12) **SEVERABILITY.** If any covenant or provision of the EULA is determined to be void or unenforceable in whole or part, then such void or unenforceable covenant or provision shall be deleted from this EULA and shall not effect or impair the enforceability or validity of any other covenant or provision of this EULA or any part thereof.
- 13) **GOVERNING LAW.** If you acquired SOFTWARE in Italy, this EULA is governed by the Italian law and the courts of Bologna shall have exclusive jurisdiction on any dispute arising out or in connection with this Agreement. If SOFTWARE was acquired outside Italy, then local law may apply.
- 14) **FURTHER INSTRUMENTS.** Except as otherwise expressly provided in this agreement, each party shall furnish to the other (and shall deliver and cause to be executed, acknowledged and delivered to the other) any further

- instruments, which such other party may reasonably require or deem necessary from time to time to evidence, establish, protect, enforce, defend or secure to such other party any or all of its rights hereunder or to more effectuate or carry out the purposes, provisions or intent of this agreement.
- 15) **CAPTIONS.** All indexes, titles, subject headings, section titles, and similar items are provide for the purpose of reference and convenience and are not intended to be inclusive, definitive, or to affect the meaning or scope of this agreement.
- 16) ENTIRE AGREEMENT. This EULA is the entire agreement between you and DEVDEPT relating to SOFTWARE and the support services (if any) and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to SOFTWARE or any other subject matter covered by this EULA. To the extent the terms of any DEVDEPT policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.