

VSCommands 2010

End User License Agreement

Version 1.1, December 2010

THIS DPSTUDIO JK LTD. END-USER LICENSE AGREEMENT (“EULA”) IS A LEGAL AGREEMENT BETWEEN LICENSEE AND DPSTUDIO JK LTD. WITH RESPECT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN. READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING IT. BY ACCEPTING THIS AGREEMENT YOU ACKNOWLEDGE THAT (1) YOU ARE AUTHORIZED TO ENTER THIS AGREEMENT FOR AND ON BEHALF OF LICENSEE, AND ARE DOING SO, AND (2) YOU HAVE READ AND UNDERSTAND AND AGREE THAT YOU SHALL BE BOUND BY THESE TERMS AND CONDITIONS AND ALL MODIFICATIONS AND ADDITIONAS PROVIDED FOR. IF THE LICENSEE DOES NOT AGREE WITH THE THERMS AND CONDITIONS, THE LICENSEE MUST NOT USE OR PERMIT THE USE OF THE PRODUCT.

1. Definitions

DPStudio means DPStudio JK Limited (Company No. 07110272), 180 Bants Lane, Northampton, NN5 6AH, United Kingdom.

Authorized Machine means a single installation of a copy of the Product on a single physical computer or virtual machine.

Authorized Location means a geographical location of the office where the Product can be used by unlimited number of Authorized Users.

Authorized Use means the defined number of copies or instances of the Product that may be used by Licensee, and where applicable, limited to the number of Authorized Machines or Authorized Location.

Authorized User means a person or user account who is licensed to use the Product, regardless of whether that person is an employee or contractor of the Licensee.

Commencement Date means the date that DPStudio processes payment of the License or Maintenance Fees from Licensee.

License means the right to use the Product as defined by Authorized Use.

Licensee means the individual or entity that has licensed the Product under the terms and conditions of this Agreement.

Maintenance Period means the period of time limited to Mainstream Support End Date of Visual Studio 2010 (14/07/2015, subject to change by Microsoft). Maintenance Period may be extended at DPStudio’s sole and absolute discretion.

Product means the VSCommands 2010 extension for Visual Studio 2010 (including all official Service Packs)

2. License Fee

A one-time fee paid by Licensee to DPStudio JK Limited, as designated by Product, in consideration for the Authorized Use of the Product. License fee is non-refundable and payable upon acceptance of the terms and conditions set out herein.

3. Grant of License

Subject to the terms of this Agreement, including limitations defined by the License, DPStudio hereby grants to Licensee, and Licensee accepts from DPStudio, a perpetual, irrevocable (except pursuant to Clause 12 below), fully-paid, worldwide, non-exclusive, non-transferable, non-sublicensable License to use the Product as defined by Authorized Use.

3.1 License Type Limitations

VSCommands Pro Personal license grants the Licensee, as an Authorized User, the right to install and use the Product on up to five (5) Authorized Machines as long as the Licensee is the only person using these copies.

VSCommands Pro Site license grants the right to install and use unlimited copies of the Product as long as all Authorized Users work in the same Authorized Location as provided by Licensee during purchase.

VSCommands Pro Enterprise license grants the right to install and use unlimited copies of the Product to be used by all Authorized Users working for Licensee regardless of the physical location of the office.

VSCommands Pro Personal MCP license grants the Licensee, as an Authorized User, the right to install and use the Product on up to five (5) Authorized Machines for a period of 12 months as long as the Licensee is the only person using these copies. MCP license can be renewed at sole and absolute discretion of DPStudio.

4. No warranty

Except as described in this Agreement the Product is provided on an “as is” and “as available” basis without warranty, express or implied, of any kind or nature, including, but not limited to, any warranties of performance or merchantability or fitness for a particular purpose, including without limitation that DPStudio does not warranty that the Product will be error-free, complete, or correct. DPStudio provides evaluation copies of the Product so that customers can assess the Product.

5. DPStudio’s Obligations

Upon receipt of License Fee from Licensee, DPStudio will (a) supply the Licensee with the Product via electronic download; and (b) provide Software Maintenance as defined in Clause 6 below.

6. Software Maintenance

Software Maintenance includes provisioning to Licensee Product updates and/or enhancements made generally available to customers from time to time, and online technical support to the

Licensee-designated technical contact for the sole purpose of addressing technical issues relating to the use of the Product (excluding any form of on-site visits by DPStudio personnel or contractors), for a Maintenance Period from the Commencement Date.

7. Licensee Obligations

The Licensee must at all times: (a) ensure that only an Authorized User may use the Product and only for Authorized Use in accordance with the terms and conditions of this Agreement; (b) promptly advise DPStudio, including in writing, if the Licensee becomes aware of any unauthorized use or distribution of the Product by any person.

8. Unauthorized Use or Distribution

Licensee may not, whether through deliberate or negligent act or act of omission, distribute or cause the distribution of the Product or License File to any third party other than an Authorized User.

9. Investigation of Unauthorized Use or Distribution

If DPStudio reasonably suspects that the Product or License File has been distributed to or obtained by any person or party without DPStudio's prior written consent, DPStudio has the right to reasonably request once per calendar year from the Licensee an unqualified certificate executed by the Licensee's auditor at the Licensee's cost for the purpose of verifying compliance with Authorized Use of Product.

10. Licensee's Restrictions

Licensee will not, without the prior written consent of DPStudio, which may be withheld in DPStudio's sole discretion and which may include certain conditions:

- (a) Decompile, reverse engineer, disassemble, analyse, modify, adapt, convert, create derivative works from, or otherwise attempt to derive the Protected Code.
- (b) Sell, sublicense, redistribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine readable from the Product or any data/information provided to the Licensee through the Product to a person (except that nothing in Clause 10(b) is intended to prevent an Authorized Person undertaking Authorized Use);
- (c) Vary or amend the Authorized Use without DPStudio's prior written approval;
- (d) Except as otherwise permitted in this EULA, publish, promote, broadcast, circulate or refer publicly to the DPStudio name, trade name, trademark, service mark or logo
- (e) Commit any act or omission the likely result of which is that DPStudio's reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on DPStudio's interests.

In addition, the Product includes license protection mechanisms that are designed to manage and protect the intellectual property rights of DPStudio. Licensee must not modify or alter those

features to try to defeat the Product use rules that the license protection mechanism are designed to enforce.

11. Term

The term of this Agreement begins on the Commencement Date and will continue in full force and effect unless terminated in accordance with Clause 12 below.

12. Termination

Licensee may terminate this Agreement at any time by destroying all copies of the Product in its possession. Either party hereto may terminate this Agreement if the other party commits a material breach and such party does not cure such material breach within thirty (30) days of written notice of such breach. Licensee agrees upon termination of this License to destroy all copies of the Product in its possession. Clauses 1, 4, 8-10, 13-15 shall survive any termination of this Agreement.

13. Ownership / Intellectual Property

This Agreement only confers the right to use the Product and does not convey any rights of ownership in or to the Product. The Licensee acknowledges that the Product and all intellectual property rights in relation to the Product are the property of DPStudio and DPStudio is entitled to take whatever action it may decide in order to protect its intellectual property rights to the Product.

14. Open Source Code

With respect to open source software, DPStudio hereby represents and warrants:

(a) That the Licensee's use thereof does not create, or purport to create, obligations on the Licensee to grant licenses or usage rights to the general public to any source or object code, whether such code is embedded in the Product or any other software provided under this Agreement or used in conjunction therewith; (b) that in no event shall the Licensee be liable for any damages whatsoever, whether direct or indirect, and whether experienced by DPStudio or a third party, which are related to loss of DPStudio or any third party resulting from such use of Open Source Software hereunder; and (c) to, and hereby does, waive any claims it may have against the Licensee in relation to The Licensee's use of such open source software.

All open source software included in DPStudio Product is listed on Exhibit A attached to this Agreement.

15. Publicity Rights

(a) The Licensee grants DPStudio the right to include the Licensee as a customer in Product promotional material.

(b) Licensee can deny DPStudio this right by submitting a written request via email to support@vscommands.com, requesting to be excluded from Product promotional material.

DPStudio will remove the Licensee's name from promotional material within 30 days and make no further reference to the Licensee.