

## Software License Agreement

This Software License Agreement (“**Agreement**”), constitutes a legal agreement between Fast Reports Inc., referred hereinafter as “Fast Reports”, and Licensee. (Fast Reports and Licensee hereinafter are referred to jointly as “**Parties**” and each separately as “**Party**”.)

The purpose of this Agreement is to state terms and conditions governing the use by Licensee of certain software developed by Fast Reports.

### THE PARTIES HEREBY AGREE AS FOLLOWS:

#### 1 DEFINITIONS

1.1 “**Agreement**” means this Software License Agreement.

1.2 “**Application**” means a software application developed and/or distributed by Licensee or its clients, which contains all or part(s) of FastReport Online Designer.

1.3 “**Confidential Information**” means all information provided to Licensee and related to or in connection with the business of Fast Reports, including technical and financial information, pricing and terms, customer and employee information, know-how, trade secrets and all other information containing or reflecting such information.

1.4 “**Delivery Date**” means the date on which FastReport Online Designer is delivered to Licensee.

1.5 “**FastReport Online Designer**” (“THE PRODUCT”) means the software developed by Fast Reports including any software, media, and accompanying on-line or printed documentation and made available to Licensee under this Agreement.

1.6 “**Fast Reports Website**” means [www.fast-report.com](http://www.fast-report.com).

1.7 “**License Fee**” means the fee payable by Licensee for the right to use FastReport Online Designer during the Validity Period under terms and conditions of this Agreement, according to the price specified on Fast Reports Website and/or agreed by Parties.

1.8 “**License Model**” means a pre-defined set of specific rights to use FastReport Online Designer in a specified manner granted to Licensee under this Agreement.

1.9 “**Production Key**” means a license key tied to a specific production domain name where FastReport Online Designer will be deployed to be accessed by Licensee’s end-users.

1.10 “**Representative**” means, in relation to a Party, directors, officers, employees, civil contractors, agents, advisers, accountants and consultants.

1.11 “**Third Party**” means persons, corporations, and entities other than Fast Reports, Licensee, or any of their employees, contractors, or agents.

1.12 “**Validity Period**” means the period during which FastReport Online Designer shall be available to be used by Licensee, starting from the Delivery Date.

#### 2 SCOPE OF AGREEMENT

2.1 This Agreement shall come into force once License Fee is received in full by Fast Reports.

2.2 In consideration for the License Fee and subject to terms and conditions of this Agreement, Fast Reports grants to Licensee a limited, non-exclusive and non-transferable license for the use of

FastReport Online Designer (" **License** "), in executable form only. The License covers FastReport Online Designer "as is" on Delivery Date.

2.3 FastReport Online Designer is licensed, but not sold, to Licensee, to be utilized strictly under the provisions of this Agreement.

2.4 The number of Licensee's own employees that can work with FastReport Online Designer is not limited.

2.5 Licensee is entitled to FastReport Online Designer's maintenance in accordance with Clause 5 of this Agreement.

2.6 Licensee is responsible for abiding by the provisions set forth in this Agreement and ensuring such abidance from its respective clients. Licensee's clients that may have been provided the right to use FastReport Online Designer have the same scope of responsibilities as Licensee has.

2.7 In case of a breach of this Agreement involving distribution or use of FastReport Online Designer outside the terms of the License, Fast Reports may retrospectively charge Licensee a fee calculated based on the License Model corresponding to the actual use of FastReport Online Designer outside the terms of the License using the relevant list prices that Fast Reports charges for use of FastReport Online Designer. These charges are in addition to any other right or claim that Fast Reports may have against Licensee and are in addition to any other fees payable by Licensee under this Agreement.

2.8 In case excessive, inappropriate, or otherwise not in accordance with this Agreement, use of the License by Licensee causes direct material damage and/or unavoidable expenses to Fast Reports, Licensee shall compensate such appropriately proven damage and/or refund such expenses to Fast Reports in full.

2.9 FastReport Online Designer may contain Third Party software which may require notices and/or be subject to additional terms and conditions. By accepting this Agreement, Licensee is also accepting the additional terms and conditions, if any, set forth therein.

### **3 GRANT OF LICENSE**

3.1 The License is granted under one of four License Models (or a combination thereof). Each License Model grants to Licensee a specific set of rights with respect to the use of FastReport Online Designer:

3.1.1. Trial License\*\*. If you have received, downloaded and/or installed the specific Product Edition under a trial license you are hereby granted an evaluation license for the specified by Fast Reports Product Edition and you may Use the Product only for evaluation purposes and only during the single applicable evaluation period of thirty (30) days (the \*\*\*"Trial Period"\*\*\*), unless otherwise indicated, from the date of the initial installation. Any use of the Product for other purposes or beyond the applicable evaluation period is strictly prohibited, provided however that, subject to the restrictions contained herein, you may copy and distribute a trial version of the Product as provided in Section 1 hereof. The Fast Reports shall not be required to provide any support and Updates, for the Trial Version of the Product. During the Trial Period, the Fast Reports provides no warranty and assumes and bears no liability whatsoever for the Trial Version of the Product.

3.1.2 SCL (abbreviation of "Single Corporate License") means a License Model intended for internal use of FastReport Online Designer by a single company or individual, either Licensee itself or a Licensee's client. A single license under SCL License Model shall not be used both by Licensee and a

Licensee's client, unless specifically stated otherwise in this Agreement. A Licensee's client who obtained the right to use FastReport Online Designer under SCL License Model is deemed Licensee for purposes of compliance with the respective provisions set forth in this Agreement, and Licensee shall be jointly and severally liable for any excessive or inappropriate use of the FastReport Online Designer by such person.

3.1.3 SaaS (abbreviation of "Software as a Service") means a License Model intended for the use of FastReport Online Designer as a component of Licensee's off-premises Application, designed to be used by multiple clients and/or end-users. Licensee's clients and end-users shall not use Licensee's SaaS License Model to deploy their own application(s).

3.1.4 OEM (abbreviation of "Original Equipment Manufacturer") means a License Model intended for the use of FastReport Online Designer as a component of Licensee's on-premises Application, developed for distribution of its copies to one or more of Licensee's clients (companies or individuals). Licensee's clients who obtained the right to use FastReport Online Designer under OEM License Model are deemed Licensees for purposes of compliance with the respective provisions set forth in this Agreement, and Licensee shall be jointly and severally liable for any excessive or inappropriate use of the FastReport Online Designer by such persons. Under OEM License Model, Licensee may obtain multiple licenses, each of which allows internal use of FastReport Online Designer by a single client only. Licensee's clients who obtained the right to use FastReport Online Designer under OEM License Model shall not use this right to deploy their own application(s). SaaS deployment of OEM licenses is strictly prohibited.

3.1.5 Unlimited Perpetual Distribution means a License Model intended for the use of FastReport Online Designer as a component of Licensee's Application, developed for distribution of its copies within both on-premises and off-premises deployments. Unlimited Perpetual Distribution grants Licensee an unlimited number of perpetual licenses for an unlimited number of its clients and end-users. Licensee's clients who obtained the right to use FastReport Online Designer under Unlimited Perpetual Distribution are deemed Licensees for purposes of compliance with the respective provisions set forth in this Agreement, and Licensee shall be jointly and severally liable for any excessive or inappropriate use of the FastReport Online Designer by such persons. Licensee's clients who obtained the right use FastReport Online Designer under Unlimited Perpetual Distribution shall not use this right to deploy their own application(s).

3.1.6. Academic License. If the specific Product Edition is licensed under the Educational License you are hereby granted a license to Use the Product solely for Educational Purpose. For purposes of this Agreement, "Educational Purpose" shall mean that you may Use of the Product solely for non-commercial study or research that is undertaken solely in furtherance of educational process, whether or not completed by a student in pursuit of an educational degree, certificate or diploma or as used by teachers or facilitates teaching of a class, and all administrative staff, faculty and employees, of any college, university, trade school or other school ("Educational Institution").

3.1.7. Source Code License. Fast Reports may grant you certain rights to Software provided in Source Code as follows (the "Source Code License"):

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ii) While the Fast Reports does not claim any ownership rights in the Results, in the event you develop any modifications, enhancements, derivative works and/or extensions to the licensed Source Code (the "Derivatives"), either independently or jointly with the Fast Reports, such Derivatives and all rights associated therewith will be the exclusive property of the Fast Reports.

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iv) You also agree to execute, acknowledge and deliver to the Fast Reports all documents and instruments and do all things and actions Fast Reports deems necessary or desirable, at no cost to you but at Fast Reports' expense, to enable the Fast Reports to obtain and secure such Derivatives anywhere in the World. You agree to secure all necessary rights and obligations from relevant employees or third parties in order to satisfy the above obligations. You may not distribute the Fast Reports' Source Code, or any Derivatives, in Source Code form.

v) Under no circumstances may any portion of the Source Code be distributed, disclosed or otherwise made available to any third party without the express, prior written consent of the Fast Reports. Under no circumstances may the Source Code be used in whole or in part, as the basis for creating a product that provides the same, or substantially the same, functionality as any of the Fast Reports' product. You will not take any action, or assist or otherwise aid anyone else in taking any action that would, in any way, limit the Fast Report's independent development, sale, assignment, licensing or use of its Software or any Derivatives thereof. You will not modify or delete, in whole or part, any copyright, trade secret, proprietary, confidential or other notice thereon or therein, without the express, prior written consent of the Fast Reports.

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3.2 Depending on the type of License Model purchased by Licensee and granted by Fast Reports, Clause 3.1.2, 3.1.3, 3.1.4, or 3.1.5 shall apply accordingly. Other provisions of this Clause 3 are applicable to all License Models and shall hence apply regardless of the License Model selected.

3.3 Licensee may manage and deploy FastReport Online Designer independently without referring to Fast Reports in case it is specifically allowed by License Model purchased by Licensee. In this case, the right to use FastReport Online Designer may be provided to Licensee's clients (companies or individuals) that use Licensee's Application only, but not to any other parties.

3.4 Licensee's clients that were provided the right to use FastReport Online Designer according to one of the License Models shall strictly follow the respective grants and restrictions of this License Model.

3.5 One License Model grants to Licensee the right to use FastReport Online Designer in a single specific Licensee's Application. License Model intended to be used in a specific Application may not be transferred to or used in any other application(s).

3.6 Depending on Validity Period, the licenses granted by Fast Reports are either (1) Annual (valid for one year starting from the Delivery Date) or (2) Perpetual (without validity limitation).

3.7 Validity Period of Annual license may be renewed by Fast Reports at its sole discretion upon the request of Licensee, subject to a License Fee for the new period.

3.8 Maintenance period of Perpetual license may be renewed by Fast Reports at its sole discretion upon the request of Licensee.

3.9 Fast Reports is entitled to amend the amount of License Fee or the maintenance renewal price at its sole discretion at any time. The amended License Fee or maintenance renewal price shall not be applied to a valid license until the next renewal of the Validity Period or the maintenance period, respectively.

3.10 In case License Fee or the maintenance renewal price changes, Fast Reports shall update Licensee with a valid price not less than twenty one calendar days prior to the date of the license or maintenance period expiration.

#### **4. REDISTRIBUTABLES**

PRODUCT may include certain files ("Redistributables") intended for distribution by Licensee to the users of software applications created by Licensee. Redistributables include, for example, files identified in printed or on-line documentation as redistributable files. In any event, the redistributables for the PRODUCT are only those files specifically designated as such by Fast Reports. Subject to terms and conditions of this Agreement, Licensee may reproduce and distribute exact copies of the redistributables, provided that such copies are made from the original copy of the PRODUCT or the copy transferred to a single hard disk. Copies of redistributables may only be distributed with and for the sole purpose of executing application programs permitted under this Agreement that you have created using the PRODUCT. Under no circumstances may any copies of redistributables be distributed separately.

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## 5. AGREEMENT PERTAINING TO THE RELEASE OF SOURCE CODE BY FAST REPORTS TO LICENSEE

**\*\*5.1. Use Of Source Code\*\*.** Licensee shall not utilize the Source Code for the creation of a product or any software application (whether it be freeware, shareware or a commercial product) which competes directly or indirectly with Product. In addition, Licensee will not disclose the Source Code itself, nor the implementations discovered therein, to any party involved in the creation of software which competes directly or indirectly with Product.

**\*\*5.2. Distribution Of Source Code\*\*.** Licensee shall not distribute the Product. Specifically this includes all .html, and .js files which Fast Reports has provided.

**\*\*5.3. Changes To Source Code\*\*.** Fast Reports reserves the right to change any part of the Source Code in future versions of the Product. These changes may include the removal of classes, properties and methods or the creation of new classes, properties and methods.

## 6. TECHNICAL SUPPORT FOR SOURCE CODE

Fast Reports will not provide support for modifications, authorized or not authorized Licensee makes to the Source Code. Licensee assumes full responsibility for supporting any code or application which results from such modification. Licensee will not hold Fast Reports liable and hold Fast Reports harmless for any claims arising from, directly or indirectly, any changes or modifications made to the Product's Source Code, including changes which Licensee has made based on advice or suggestions provided by Fast Reports. Licensee must clearly indicate at the start of each source code file that the user Operates a modified version of the Product

## **7 RESTRICTIONS**

7.1 Licensee agrees that it shall not itself or indirectly, including through any affiliate, agent, or other person:

7.1.1 decompile, hack, reverse engineer, disassemble, or otherwise determine or attempt to determine any part of source code for the executable code of FastReport Online Designer and/or algorithms of its work, and agrees not to permit or authorize anyone else to do so;

7.1.2 change, explore, or otherwise modify FastReport Online Designer or its part(s) and agrees not to permit or authorize anyone else to do so without Fast Reports' prior written consent;

7.1.3 publish or otherwise make FastReport Online Designer available to any other persons unless otherwise is permitted under this Agreement; rent, lease, or lend FastReport Online Designer to any other persons without Fast Reports' prior written consent;

7.1.4 use FastReport Online Designer in any way that could harm it or impair the use of it by any other lawful user.

## **8 MAINTENANCE**

8.1 Licensee is entitled to FastReport Online Designer's maintenance. Duration of the maintenance period for all licenses is one year starting from Delivery Date.

8.2 Depending on the License Model, type and edition, annual maintenance may include either updates and support, or updates only.

8.3 Support includes (1) provision of technical expertise and/or assistance by Fast Reports to Licensee for the questions directly related to FastReport Online Designer; and (2) fixing the bugs in FastReport Online Designer, reported by Licensee. Detailed description of Support is provided on Fast Reports Website.

8.4 A "bug" means a serious malfunctioning in FastReport Online Designer that causes it to crash or produce invalid output, and which is a direct result of a coding or design error by Fast Reports.

Fast Reports retains the final discretion to determine whether an issue in FastReport Online Designer shall be considered a bug.

8.5 Support is available in two options: (1) Standard and (2) Premium. The difference between the support options is specified on Fast Reports Website.

## **9 PAYMENTS**

9.1 All payments shall be made by Licensee to Fast Reports within thirty calendar days after receiving an invoice issued by Fast Reports and in accordance with it.

9.2 FastReport Online Designer shall be delivered to Licensee only after the License Fee is received by Fast Reports. Maintenance services shall be provided to Licensee only after the corresponding License Fee or maintenance renewal price, as the case may be, is received by Fast Reports. Any payment shall be considered received after it is successfully credited to the Fast Reports' bank account in full.

9.3 All expenses in connection with any payments under this Agreement, e.g., transaction commissions, conversion fees, fixed cost of transaction related services, shall be borne by Licensee.

9.4 If the payment of any overdue invoice or penalty claim is not paid in full to Fast Reports, together with any interest accrued thereon, within sixty calendar days of Fast Reports having notified Licensee in writing that the invoice or penalty claim is overdue for payment, Fast Reports is entitled to terminate this Agreement upon fifteen calendar days after the written notice to Licensee, and Licensee shall cease the use of FastReport Online Designer immediately after this Agreement is terminated.

9.5 All payments made by Licensee to Fast Reports are non-refundable 10 days after the payment has been received or once a corresponding Production Key has been issued to Licensee (whichever comes first).

## **10 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

10.1 Licensee's rights to use FastReport Online Designer are strictly limited to rights expressly provided by this Agreement.

10.2 All intellectual property rights in and related to FastReport Online Designer, and the goodwill connected with that, are and shall remain owned solely, exclusively, and in its entirety by Fast Reports. Licensee hereby expressly acknowledges that it shall acquire no title to FastReport Online Designer and that nothing in this Agreement shall be held or interpreted as transferring any such rights to Licensee.

10.3 All changes, modifications, upgrades, updates or otherwise of FastReport Online Designer performed by Fast Reports shall remain the sole and exclusive property of Fast Reports.

10.4 Any pre-existing intellectual property and other content and data which Licensee processes using FastReport Online Designer under this Agreement shall remain Licensee's property.

## **11 CONFIDENTIALITY**

11.1 Each Party shall (and shall ensure that each of its Representatives shall) maintain Confidential Information in confidence and not disclose that Confidential Information to any person or its use for purposes not related to execution or performance of this Agreement. Each Party shall treat the Confidential Information with at least the same level of care and confidence as its own.

11.2 Licensee shall be liable to Fast Reports for any unauthorized use, transfer or disclosure of the Confidential Information by Licensee.

## **12 \*\*GOVERNING LAW; JURISDICTION AND VENUE.\*\***

12.1 To the extent permitted by federal law, the laws of the Commonwealth of Virginia (excluding its choice of law rules) will apply in the absence of applicable federal law. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Products in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. For Government End Users, any terms and conditions that are in conflict with Federal Acquisition Regulations (FARS) or other written government policies that are generally applicable to Commercial software and/or hardware purchases shall be superseded by the government regulations. The Agreement shall be governed by and interpreted and enforced in accordance with the laws of the United State of America without



reference to conflict of laws, and dispute resolution shall take place in a forum, and within the time period, prescribed by applicable federal law.

### **13 WARRANTY**

13.1 FAST REPORTS AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO FASTREPORT ONLINE DESIGNER, AS WELL AS ANY AND ALL CHANGES, MODIFICATIONS, UPGRADES, UPDATES OR OTHERWISE THEREOF. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. FAST REPORTS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF FASTREPORT ONLINE DESIGNER, AS WELL AS ANY AND ALL CHANGES, MODIFICATIONS, UPGRADES, UPDATES OR OTHERWISE THEREOF.

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14.1 FASTREPORT ONLINE DESIGNER AND MAINTENANCE SUPPLIED BY FAST REPORTS ARE PROVIDED 'AS IS' AND MAY HAVE ERRORS AND OMISSIONS.

14.2 NEITHER FAST REPORTS NOR ITS SUPPLIERS SHALL BE LIABLE TO LICENSEE 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 OR SAVINGS, LOSS OF DATA, LOSS OF REVENUE, LOSS OF USE OR MONEY, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION OR THE LIKE) ARISING OUT OF THE USE OF, OR INABILITY TO USE, FASTREPORT ONLINE DESIGNER AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FAST REPORTS 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.

14.3 IN ANY EVENT, FAST REPORTS' TOTAL LIABILITY TO LICENSEE FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO LICENSE FEES ACTUALLY PAID BY LICENSEE IN THE CALENDAR YEAR DURING WHICH SUCH DAMAGE OCCURRED.

### **15 SUSPENSION AND TERMINATION OF SERVICES**

15.1 Fast Reports may suspend the License to use FastReport Online Designer, as well as provision of any services to Licensee, and Licensee may not claim any damages in relation to such suspension if there are reasonable grounds to believe that the circumstances at the delivery destination may endanger security and confidentiality of FastReport Online Designer or any updates or modifications thereof.

15.2 Either Party may terminate this Agreement in case of material breach of its provisions by another Party, including but not limited to breach of any provisions of Clauses 3 and/or 4 hereof, subject to a thirty calendar days' prior written notice, if the said breach is not remedied by the other Party within such a period.

15.3 Notwithstanding anything to the contrary herein, this Agreement, the associated License for FastReport Online Designer, and maintenance services will terminate automatically and without

previous notice by Fast Reports if Licensee fails to comply with any of the terms or conditions of this Agreement.

15.4 Upon termination of this Agreement for any reason, Licensee agrees and undertakes to, without any delay, destroy all copies of FastReport Online Designer.

## **16 NOTICES**

16.1 All notices to Fast Reports to be given under this Agreement shall be in writing and shall be delivered by electronic mail to support@fast-report.com.

## **17 ASSIGNMENT**

17.1 Neither Party may assign, transfer, charge or deal in any other manner with this Agreement nor purport to do so without the prior written consent of the other Party.

## **17 MISCELLANEOUS**

17.1 The Parties do not intend that any term of this Agreement shall be enforceable by any person who is not a party to this Agreement.

17.2 The Agreement shall not be construed as creating a joint venture, partnership or the like. Neither Party shall act or be deemed to act on behalf of the other Party, or have the right to bind the other Party.

17.3 If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement.