

Software License Agreement

GigaSoft® ProEssentials™ v9

NATION UNLIMITED DEVELOPER USER SOFTWARE LICENSE BY GIGASOFT, INC.

THIS IS A Nation Wide Unlimited User Software License granted by Gigasoft, Inc. This Software is owned by and remains the property of Gigasoft, Inc., is protected by United States copyright law and international treaty provisions, and is transferred to the original purchaser and any subsequent owner of the Software media for their use only on the license terms set forth below.

Gigasoft grants the original purchaser (Licensee) the limited rights to possess and use the Gigasoft Software and Electronic User Manual for its intended purposes. Licensee may use the ProEssentials v9 software for as long as needed provided they do not violate the copyright and follow these rules. Licensee agrees that the Software will be used solely for Licensee's internal purposes. Licensee may transfer its rights under this License provided that the party to whom such rights are transferred agrees to the terms and conditions of this License, and written notice is provided to Gigasoft. Upon such transfer, Licensee must transfer or destroy all copies of the Software. Licensee may not make any changes or modification to the licensed software, and Licensee may not decompile, disassemble, or otherwise reverse engineer the software. Licensee may not rent or lease it to others. When distributing applications which implement the ProEssentials Software, only the following files are permitted to be redistributed: Gigasoft.ProEssentials.Dll, Gigasoft.ProEssentialsWeb.Dll, PEGRP32G.DLL, PEGRP64G.DLL, PEGRPG.DLL, PE3DO32G.OCX, PEGO32G.OCX, PESGO32G.OCX, PEPSO32G.OCX, PEPCO32G.OCX, and PEDO.OCX. Gigasoft grants the licensee a nonexclusive royalty-free right to reproduce and distribute the above mentioned files. If Licensee redistributes the above files, the licensee must 1) distribute the above files only in conjunction with and as part of Licensee's software application product where ProEssentials adds significant functionality; 2) the software application ProEssentials is being added to must not provide presentation charting graphics from generic un-related data; 3) include a copyright notice of Licensee's name on software product; 4) agree to indemnify, hold harmless, and defend Gigasoft from and against any claims or lawsuits, including attorneys fees, that arise or result from the use or distribution of Licensee's software application product; 5) **Licensee may install software onto unlimited development systems, unlimited test system, and unlimited production web/iis applications/servers within one Nation owned and operated under one legal Corporate entity identified below.**

DISCLAIMER

LICENSE FEES FOR THE SOFTWARE DO NOT INCLUDE ANY CONSIDERATIONS FOR ASSUMPTION OF RISK BY GIGASOFT, AND GIGASOFT DISCLAIMS ANY AND ALL LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR OPERATION OR INABILITY OT USE THE SOFTWARE, EVEN IF ANY OF THESE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, LICENSEE INDEMNIFIES AND AGREES TO HOLD GIGASOFT HARMLESS FROM SUCH CLAIMS. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY THE LICENSEE. THE WARRANTIES EXPRESSED IN THIS LICENSE ARE THE ONLY WARRANTIES MADE BY GIGASOFT AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY GIVES LICENSEE SPECIFIED LEGAL RIGHTS, AND LICENSEE MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO LICENSEE.

U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and documentation are provided with restricted rights. Use, duplication, or disclosure by the Government is subject to restrictions as set fourth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraph (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Gigasoft, Inc. Keller, TX 76248.

This license is the complete and exclusive statement of the parties' agreement. Should any provision of this License be held to be invalid by any court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the remainder of the License shall nonetheless remain in full force and effect. This license shall be controlled by the laws of the State of Texas, and the United States of America.

COPYRIGHT © 1994-2020 BY GIGASOFT, INC. ALL RIGHTS RESERVED

Authorized by : _____
Company : _____
Located at : _____

Authorized by : _____ Date: _____
Robert Dede , President, Gigasoft, Inc.