

GrapeCity, Inc.

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II. YOUR LICENSE TO DEVELOP AND TO DISTRIBUTE.

As provided in more detail below, this EULA grants you two licenses: 1) a license to use the SOFTWARE to develop other software products (the "**Development License**"); and 2) a license to use and/or distribute the Developed Software (the "**Distribution License**"). These licenses (including the Source Code license described below, individually and collectively, the "**Licenses**") are explained and defined in more detail below.

1. Definitions. The following terms have the respective meanings as used in this EULA:

"Network Server" means a computer with one or more computer central processing units (CPU's) that operates for the purpose of serving other computers logically or physically connected to it, including, but not limited to, other computers connected to it on an internal network, intranet or the Internet.

"Web Server" means a type of Network Server that serves other computers which, are specifically connected to it through either an intranet or the Internet.

"Developed Software" means those computer software products that are developed by or through the use of the SOFTWARE.

"Developed Web Server Software" means those Developed Software products that reside logically or physically on at least one Web Server and are operated (meaning the computer software instruction set is carried out) by the Web Server's central processing unit(s) (CPU).

"Redistributable Files" means the SOFTWARE files or other portions of the SOFTWARE that are provided by GC and are identified as such in the Documentation for distribution by you with the Developed Software.

"Developer" means a human being or any other automated device using the SOFTWARE in accordance with the terms and conditions of this EULA.

"Developer Seat License" means that each Developer using or otherwise accessing the programmatic interface or the SOFTWARE must obtain the right to do so by purchasing a separate End User License.

"Site" means the single physical location that corresponds to a single physical mailing address, where Developers are licensed to use the licensed SOFTWARE.

"Site License" means the license to use the SOFTWARE granted to all Developers at a given Site under the terms of this EULA.

"Source Code" shall mean computer software code or programs in human readable format, such as a printed listing of such a program written in a high-level computer language. The term "Source Code" includes, but is not limited to, documents and materials in support of the development effort of the SOFTWARE, such as flow charts, pseudo code and program notes.

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c. ActiveReports. This product may be licensed to you as a Site License; in which case, Developers at the Site shall be licensed to re-distribute royalty-free, the run time version of the assemblies listed under the section titled ActiveReports redistributable files in the product's documentation.

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5. Updates/Upgrades. Subject to the terms and conditions of this EULA, the Licenses are perpetual. Updates and upgrades to the SOFTWARE may be provided by GC from time-to-time, and, if so provided by GC, are provided upon the terms and conditions offered at that time by GC in its sole discretion. GC may provide updates and upgrades to the SOFTWARE for free or for any charge, at any time or never, and through its chosen manner of access and distribution, all in GC's sole discretion.

6. Serial Number. With your license, you will be issued a unique serial number (the "**Serial Number**") used for the activation of the SOFTWARE. The Serial Number is subject to the restrictions set forth in this EULA and may not be disclosed or distributed either with your Developed Software or in any other way. The disclosure or distribution of the Serial Number constitutes a breach of this EULA, the effect of which shall be the immediate termination and revocation of all the rights granted herein.

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1. Your Source Code License.

License to Use Source Code of SOFTWARE for purposes of supplementing the documentation provided with the SOFTWARE and education. You acknowledge and agree that the Source Code is confidential property of GC and that it contains valuable and proprietary trade secrets of GC. You agree to make any and all commercially reasonable efforts to warrant the confidentiality of the Source Code; and that such Source Code will only be disclosed to those within your organization with a clear and definitive need to know, and that such individuals will be bound by terms of confidentiality that are no less in scope than those applicable to your own confidential materials. By disclosing the Source Code to an individual within your organization, you assume any and all civil, financial and/or criminal responsibilities for all uses, or misuses of Source Code by any such employee, officer, representative, contractor or other third party.

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5. Termination. Without prejudice to any other rights it may have, GC may terminate this EULA and the Licenses if you fail to comply with the terms and conditions contained herein. In such an event, you must destroy all copies of the SOFTWARE and all of its component parts.

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1. Limited Warranty. GC warrants that the original media, if any, are free from defects for ninety (90) days from the date of delivery of the SOFTWARE and that the SOFTWARE shall perform substantially as described in its documentation. GC also warrants that: (i) it has the full power to enter into this Agreement and grant the license rights set forth herein; (ii) it has not granted and will not grant any rights in the Software to any third party which grant is inconsistent with the rights granted to you in this Agreement; and (iii) the Software does not and will not infringe any trade secret, copyright, trademark or other proprietary right held by any third party and does not infringe any patent held by any third party. **EXCEPT AS OTHERWISE PROVIDED IN THE PRECEDING SENTENCE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GC EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE, DOCUMENTATION AND ANYTHING ELSE PROVIDED BY GC HEREBY AND GC PROVIDES THE SAME IN "AS IS" CONDITION WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.**

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2. You Indemnify GC. You agree to indemnify, hold harmless, and defend GC and its suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, which arise out of or result from your distribution of your Developed Software, your Developed Web Server Software or from your breach of any of the terms and conditions of this EULA.

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