

End-User License Agreement For GrapeCity Software

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2. **If You do not agree to all of such terms and conditions, You may not install or use the SOFTWARE.** If You do not agree with any of the terms herewith and, for whatever reason, installation has begun or has been completed, You should cancel installation or un-install the SOFTWARE, as the case may be. Furthermore, You should promptly return the SOFTWARE to the place of business from which You obtained it in accordance with any return policies of such place of business.

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

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- “Application/Developed Software” means software products that are developed through or by the use of the SOFTWARE.
- “Authorized User/Team Member” means You and Your employees and independent contractors (excluding any outsourcer, facilities management providers or application service provider.)
- “Design-Time” means the time during which you create the application in the development environment.
- “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 Basis” 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 License.
- “Developed Web Server Software” means those Developed Software products that reside logically or physically on at least one (1) Web Server and are operated (meaning the computer Software instruction set is carried out) by the Web Server’s central processing unit(s) (CPU).
- “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.
- “Network Server Basis” means that you may perform a single install of the SOFTWARE for use in the development and deployment of a Web-based Application and/or Report Definition files on a single Network Server.
- “Object Code” set of instruction codes that is understood by a computer at the lowest hardware level.
- “Online or Electronic Documentation” means data, data engines, images; updates and upgrades anything provided to You for use with or in conjunction with the SOFTWARE.
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- “Serial Key” means a set of unique characters associated with the activation of the SOFTWARE.
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- “Site” means the single physical location that corresponds to a single physical mailing address, where Developers are licensed to use the SOFTWARE.
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- “UPGRADE” means a subsequent version of the SOFTWARE that GC designates as a new release and makes commercially available.

- “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.

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