End-User License Agreement For GrapeCity Software

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

- "Affiliate" means an entity, institution, or organization that is controlled by, or under common control with another entity, institution, or organization, with at least majority ownership.
- 2. "Application/Developed Software" means software products that are developed through or by the use of the SOFTWARE.
- 3. "Authorized User/Team Member" means You and Your employees and independent contractors (excluding any outsourcer, facilities management providers or application service provider.)
- 4. "Design-Time" means the *time* during which you create the application in the development environment.
- 5. "Developer" means a human being or any other automated device using the SOFTWARE in accordance with the terms and conditions of this EULA.
- 6. "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.

- 7. "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).
- 8. "Distribution Key" means the serial key assigned for the distribution of Your developed software.
- 9. "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.
- 10. "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.
- 11. "Object Code" set of instruction codes that is understood by a computer at the lowest hardware level.
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- 14. "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.
- 15. "Serial Key" means a set of unique characters associated with the activation of the SOFTWARE.
- 16. "Resellers and Distributors" means a GrapeCity authorized partner.
- 17. "Run-Time" means a time when You interact with the application the same way a user would. You can view code, but you cannot change it.
- 18. "Site" means the single physical location that corresponds to a single physical mailing address of the server, where Your developed software resides.
- 19. "SOFTWARE" shall include, to the extent provided by GC, (1) any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; (2) any revisions, updates and/or upgrades thereto; (3) anything in any form whatsoever intended to be used with or in conjunction therewith; and 4) any associated media, documentation (including physical, electronic and online) and printed materials (the "Documentation").
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- 21. "Team" shall mean the development group comprised of five (5) or less developers that are licensed to use the SOFTWARE pursuant to the terms of this EULA.
- 22. "UPDATE" means a revision to the SOFTWARE or improvement to the functionality of the SOFTWARE, and may contain new features or enhancement.
- 23. "UPGRADE" means a subsequent version of the SOFTWARE that GC designates as a new release and makes commercially available.
- 24. "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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