

# Intersoft Software License Agreement

## **ACCEPTANCE**

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" OPTION IN THE INSTALLATION OF THE SOFTWARE. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO INSTALL THE SOFTWARE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT "DECLINE" AND YOU MUST NOT INSTALL, OR USE THE SOFTWARE.

## **LICENSE GRANT**

This Software License Agreement ("Agreement") is a legal agreement between You (an entity or a person) and Intersoft Solutions Corporation. ("Intersoft"). This Copy of Intersoft Premier Studio and accompanying documentation ("Software") is licensed and not sold. This software is protected by the copyright laws and treaties of the United States ("U.S.") and other countries and is subject to the terms of this Agreement.

The Software is licensed per developer seat. This Agreement entitles You to use one copy of the Software at any given time. You may install the Software on up to three computers such as on office PC, work laptop, and personal laptops, or to a virtual machine solely for testing purpose; however, You can only use one installation of the Software at a time. The Software is in "use" on a computer when it is loaded onto a development environment that is used to develop applications using the Software, or build source code that depends on the Software.

This Agreement does not permit the use of the Software on a system that allows shared used of applications, on a multi-user network, or on any configuration or system of computers that allows multiple users. Multiple copy use or installation is only allowed if You obtain an appropriate licensing agreement for each user and each copy of the Software. For further information regarding multiple copy licensing of the Software, please contact [sales@intersoftpt.com](mailto:sales@intersoftpt.com) <<mailto:sales@intersoftpt.com>>.

This Agreement entitles You to deploy your applications built with the Software to any number of production server, devices or clients with no additional charges. The Software runtime files should not be modified in any ways prior to deploying and all copyright notices should be retain.

## **RESTRICTIONS ON EVALUATION LICENSE**

If the Software is provided to You for evaluation purposes, then Your license to use the Software is limited solely to internal evaluation purposes, and in accordance with the terms of the evaluation offering under which You received the Software, and Your license expires 30 days from installation (or such other period as may be indicated within the Software). Upon expiration of the evaluation period, You must discontinue use of the Software and return to an original state any actions performed by the Software. The Software may contain an automatic disabling mechanism that prevents its use after a certain period of time.

## **RESTRICTIONS ON TRANSFER**

Without first obtaining the express written consent of Intersoft, You may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Software.

## **RESTRICTIONS ON USE**

You may not use, copy, or install the Software to be used by more than one user. If You hold multiple, validly licensed copies, You may not use, copy, or install the Software on any system with

more than the number of computers permitted by the license, or permit the use, copying, or installation by more users than the number permitted by license.

You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the Software.

#### **RESTRICTIONS ON ALTERATION**

You may not modify the Software or create any derivative work of the Software or its accompanying documentation. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Software.

#### **RESTRICTIONS ON COPYING**

You may not copy any part of the Software except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not permanently affixed on storage medium. You may make one archival copy which must be stored on a medium other than a computer hard drive.

#### **MAINTENANCE AND SUPPORT**

Each license includes updates to the Software that Intersoft makes generally commercially available for a period of one (1) year from the date of Your License. If You renew the license before its expiration date, the maintenance and support for Your License is automatically extended to another one (1) year from the date of the renewal. For more information how to obtain support, please visit [www.intersoftpt.com/support](http://www.intersoftpt.com/support) <<http://www.intersoftpt.com/support>>. If You do not renew the license, You may continue to use the license in normal conditions according to the terms in this agreement; however Intersoft has no obligation to provide maintenance or support for You. You may participate in the Intersoft Community Forums or other community sites for discussion and insights. To access Intersoft Community Forums, visit [www.intersoftpt.com/community](http://www.intersoftpt.com/community) <<http://www.intersoftpt.com/community>>.

#### **OWNERSHIP**

No title to or ownership of the Software is transferred to You. Intersoft retains all right, title and interest in and to all intellectual property rights in the Software, including any adaptations or copies thereof. You acquire only a conditional license to use the Software.

#### **USE OF INTERNET CONNECTION**

You acknowledge and agree that the Software may make Internet connections in order to: 1) Check for updates; 2) Anonymously activating and deactivating licenses; 3) Anonymously validate license keys in order to prevent unauthorized use; and 4) Provide other services to You.

#### **LIMITED SOFTWARE WARRANTY**

For a period of 60 days from the date of shipment or from the date that You download the Software, as applicable, Intersoft warrants that when properly installed and used under normal conditions, the Software will perform substantially as advertised.

THE SOFTWARE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR DISTRIBUTION WITH ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATION, OR CONTROL SYSTEMS, DIRECT LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR OTHER USES IN WHICH FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

THE SOFTWARE IS ONLY COMPATIBLE WITH CERTAIN COMPUTERS AND OPERATING SYSTEMS. THE SOFTWARE IS NOT WARRANTED FOR NON-COMPATIBLE SYSTEMS. Contact Intersoft representative for information about compatibility.

#### **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY INTERSOFT, INTERSOFT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT OR IN THE LIMITED WARRANTY DOCUMENTS PROVIDED WITH THE SOFTWARE.

Intersoft makes no warranty that the Software will meet your requirements or operate under your specific conditions of use. Intersoft makes no warranty that operation of the Software will be secure, error free, or free from interruption. YOU MUST DETERMINE WHETHER THE SOFTWARE SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE TO MEET YOUR REQUIREMENTS. INTERSOFT WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

UNDER NO CIRCUMSTANCES SHALL INTERSOFT, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE SOFTWARE, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF INTERSOFT OR ANY OTHER PARTY, EVEN IF INTERSOFT IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS INTERSOFT'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED.

#### **LIMITATION OF DAMAGES**

Any claims must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by Intersoft to have been caused by You. All limited warranties on the Software are granted only to You and are non-transferable. You agree to indemnify and hold Intersoft harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions.

#### **GOVERNING LAW, JURISDICTION AND COSTS**

This Agreement is governed by the laws of California, without regard to California's conflict or choice of law provisions.

#### **SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

#### **ENTIRE AGREEMENT**

This Agreement becomes effective on the date You legally acquire the Software and will automatically terminate if You breach any of its terms.

This Agreement sets forth the entire understanding and agreement between You and Intersoft regarding the subject matter of this Agreement, and it supersedes all prior agreements between You and Intersoft regarding the Software. This Agreement may only be amended or modified only by a written agreement agreed to by You and an authorized representative of Intersoft. NO LICENSOR, DISTRIBUTOR, DEALER, RETAILER, RESELLER, SALES PERSON, OR EMPLOYEE IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY REPRESENTATION OR PROMISE THAT IS DIFFERENT FROM, OR IN ADDITION TO, THE TERMS OF THIS AGREEMENT.

© 2003-14 Intersoft Solutions Corporation. All Rights Reserved.

Intersoft Solutions, Intersoft Premier Studio, Intersoft WebUI Studio and Intersoft Mobile Studio are registered trademarks of Intersoft Solutions Corporation in the United States and other countries.