

SmartClient™/Smart GWT™ Subscription Developer License Agreement

THIS IS A LEGAL AGREEMENT BETWEEN THE PERSON, COMPANY, OR ORGANIZATION THAT IS LICENSING OR HAS LICENSED THE SMARTCLIENT/SMART GWT SOFTWARE ("YOU") AND ISOMORPHIC SOFTWARE, INC. ("ISOMORPHIC"). BY DOWNLOADING OR USING THE SOFTWARE ACCOMPANYING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN DO NOT DOWNLOAD OR USE THE SOFTWARE.

SINGLE DEVELOPER / SINGLE ORGANIZATION LICENSE: The Software is licensed herein for development use by a single individual, to create software products on behalf of a single organization. This is a "named user" license - all developers who use the Product SDK in the development of Integrated Products must be individually licensed.

1. DEFINITIONS

(a) "Deploy" or "Deployment" means installation of software programs onto computer server systems that may be accessed by individual end users over a computer network.

(b) "Documentation" means the generally available user manuals and reference guides that describe the capabilities and use of the Software.

(c) "Licensed Developer(s)" means all individuals, specified by 'First Name' and 'Last Name' in the registration process prior to downloading the Software, who have accepted this Agreement. A Licensed Developer may be an independent consultant or contractor to the Licensed Organization.

(d) "Licensed Organization" means the company, organization, or other legal entity that you specify as 'Company/Organization' in the registration process prior to downloading the Software. If you do not specify a valid legal entity as the 'Company/Organization', you are the Licensed Organization.

(e) "Software" means the current version of the Smart GWT™ and SmartClient™ of the "Edition" that you have purchased under this Agreement; software and documentation supplied by Isomorphic under this Agreement, and any updates to this software and documentation that you are entitled to receive under this Agreement. The Software includes all components which are made separately available under the SmartClient and Smart GWT LGPL licenses, except

governed by this license instead. The Software also includes the SmartClient/Smart GWT server framework, but does not include any components that are explicitly limited to Editions that have not been purchased by Licensed Developer. For clarity, a SmartClient/Smart GWT Pro Edition license does not include those components that are explicitly limited to SmartClient/Smart GWT Power Edition or Enterprise Edition, and the SmartClient/Smart GWT Power Edition license does not include those components that are explicitly limited to the SmartClient/Smart GWT Enterprise Edition.

(f) "Integrated Product" means software application(s) or product(s) built by the Licensed Developer(s) which incorporate the Product Runtime.

(g) "Licensee Customer" means a third-party who licenses Integrated Product from the Licensed Organization, solely for ordinary business use and not for further distribution or resale.

(h) "Product SDK" or "SDK" means the complete set of tools and documentation intended for use in developing SmartClient & Smart GWT applications. For SmartClient, this means the software, documentation, examples, tools, and other components provided in the 'smartclientSDK' directory of the Licensed Software. For Smart GWT, this means the resources that are included in the "Tools" GWT module(s) and any provided samples or documentation. These resources are considered part of the SDK regardless of how such resources are deployed or accessed, and inclusive of online versions made available by Isomorphic. The SDK is intended for use in development and testing environments only.

(i) "Product Runtime" or "Runtime" means the set of resources intended for deployment with the Integrated Product. For SmartClient, this means the components provided in the 'smartclientRuntime' directory of the Licensed Software. For Smart GWT, this means the resources that are included in the com.smartgwtee.SmartGwtEE module as well as GWT modules included with the Software representing alternative skins. The Runtime does not include the documentation, examples, or tools that are provided in the SDK nor any components or modules that are labeled as 'Development Only', 'Experimental', or 'Optional'.

(j) "Edition" means the commercial software package you purchased under this Agreement. SmartClient/Smart GWT commercial software packages are Pro, Power, and Enterprise Editions.

(k) "Subscription Term" means the time from the date of License purchase through the length of the license subscription purchased. The length of the license subscription is as selected by the Licensed Developer or Licensed Organization when making the purchase, plus any renewals made after the initial Subscription Term.

(l) “Subscription License” is the Licensed Software that is purchased as a subscription for development use during the Subscription Term.

2. LICENSE GRANTS

Subject to all of the terms in this Agreement, Isomorphic grants to you the following non-exclusive licenses:

(a) Development License. You may download, copy, and use the Product SDK and Product Runtime on a reasonable number of development and testing systems that are accessed and used by Licensed Developer(s) only, solely for purposes of developing, testing, and maintaining Integrated Product(s).

(b) Distribution License. You may distribute the Product Runtime, solely as integrated into Integrated Product(s), to an unlimited number of Licensee Customers and within the Licensed Organization itself, provided that the Integrated Product is licensed by means of written license agreements which contain terms no less restrictive than those listed in Section 3.8.

(c) Deployment License. You may copy and Deploy the Product Runtime, solely as integrated in the Integrated Product(s), to an unlimited number of server systems operated by the Licensed Organization, solely for the use of Licensee Organization and Licensee Customers, provided that access to such systems by Licensee Customers is granted by a written agreement which contains the terms no less restrictive than those listed in Section 3.8.

3. LICENSEE OBLIGATIONS

You acknowledge and agree that the Software contains valuable trade secrets and other proprietary and confidential information and materials of Isomorphic, and accordingly you agree: 3.1 not to make or distribute copies of the Software except as provided in Section 2; 3.2 to integrate and Deploy the Software only as a part of the Integrated Product; 3.3 to preserve all proprietary notices and marks in the Software; 3.4 not to modify the Software or create any derivative work from the Software; 3.5 not to reverse engineer, decompile, unobfuscate, reformat, or otherwise attempt to read or make readable any portion of the code (or the underlying ideas, algorithms, structure or organization) of the Software, except and only to the extent and on the conditions that this obligation is not enforceable under applicable law; 3.6 not to rent, lease, sell, sublicense, grant a security interest in, or otherwise transfer any rights in the Software; 3.7 not to export or use the Software in any manner that violates any applicable international, federal, state, or local law or regulation; and 3.8 to license or provide access to the Integrated Product to Licensee Customers only by means of written agreements which expressly prohibit Licensee Customers from: (i) modifying or extending the Product Runtime or creating any derivative work of the Product Runtime; (ii) removing or altering any marks or proprietary notices or labels contained in the Product Runtime; (iii) reverse compiling, reverse

engineering, disassembling, unobfuscating, reformatting, or otherwise attempting to read or make readable any portion of the code (or the underlying ideas, algorithms, structure or organization) of the Product Runtime; (iv) accessing or using the APIs of the Product Runtime; or (v) renting, leasing, selling, sublicensing, granting a security interest in, or otherwise transferring any rights in the Product Runtime 3.9 not to use the Software to create or develop, or intentionally enable any third party to create or develop, a software product that directly competes with the Software In the event that you fail to comply with any provision of this Agreement, Isomorphic may terminate the licenses granted herein and you must immediately destroy all copies of the Software made under this Agreement (with all other provisions of this Agreement surviving any such termination).

4. LICENSE TRANSFER

The Licensed Organization shall be entitled to transfer up to 20% and no less than one (1) of the licenses purchased to new Licensed Developers on an annual basis, provided that the new Licensed Developers (i) have the same or similar functional role as the Licensed Developers that were replaced and (ii) are engaged in the same general project.

License transfer must be approved in advance and in writing by Isomorphic. If the Licensed Organization has an internal license tracking system capable of producing usage reports, Isomorphic may at its sole discretion allow transfer of licenses within the limits set forth above without requiring written approval for each individual transfer.

5. SERVICES

You may purchase training, consulting, or other services offered by Isomorphic separately at your discretion. Isomorphic is not obligated under this Agreement to provide any training or other services to you or to Licensed Organization with respect to the Software or Integrated Product.

6. SUPPORT AND MAINTENANCE

In consideration of the license fees paid by the Licensed Developer for the period of the Subscription Term, Isomorphic shall provide Licensed Developer with the following support and maintenance related to the Licensed Software. All features listed below are available only for the Subscription Term and will become unavailable immediately upon termination of this Agreement.

The level of technical support is determined by the support level purchased with the license and will be provided as set forth below.

Standard Support includes:

Access to the current documentation for the Licensed Software.

24 x 7 access the Isomorphic Community Support Forum

Email Support

Guaranteed Support Response Time within 72 hours

Limited incident support (up to 10 “Support Incidents” per annum per Licensed Organization’s team)

Roadmap Questions: the ability to ask if a given feature or capability is scheduled for the next release

Eligible to receive emergency hotfix builds as may be provided

The ability to download new versions of the Licensed Software, as well as, to download patches or other updates.

Priority Unlimited Support includes –

All the offerings from the Standard Support Package plus

24/7 Worldwide Support

Priority Support Handling – Guaranteed Support Response Time within 24 hours

Prioritized Bug Review - Cases are immediately routed for priority assignment to a senior engineer.

Unlimited incident support

Beta Program Privileges - Early access, priority enrollment, and extended trial periods for new product launches.

Roadmap Influence: The ability to request that a feature be added to the roadmap for the next release or release after that

(a.) Standard Support Incidents

Under the Standard Support plan, a “Support Incident” is defined as an email or post to forums by a Licensed Organization, either using a SmartClient.com account or email associated with a supported subscription or referring to such an account or email, in which a response from Isomorphic is either expressly requested or is implied, and which pertain to a single technical issue, how-to question and its possible resolution.

Support Incidents are only available to be used up to the number of Support Incidents available in the Licensed Organization’s support account at the time of the Support Incident. Licensed Organizations who no longer have Support Incidents available in their account can either purchase a refresh to the Support Incident count or upgrade to a Priority Unlimited Support plan. Support Incidents must be used during the Subscription Term in which they were purchased, and at the end of the Subscription Term, any accumulated Support Incidents for that term that have not been spent will be lost.

Support requests submitted either to the SmartClient/Smart GWT forums or directly emailed to Isomorphic Support are valued as a single Support Incident. Following up on an existing post or email will not be counted as a new Support Incident; however, support requests determined to be unrelated to the original request shall constitute a new Support Incident at the sole discretion of Isomorphic support. Support requests submitted to Isomorphic must be in English.

(b.) Support Response Times

The “Support Response Time” for each support plan is defined as the time elapsed between the receipt of all of the information that Isomorphic needs to act on an issue until a response is guaranteed. The actual time required to fully resolve the support request, if such full resolution occurs, may be longer than the maximum response time listed. Support is available US Monday – Friday, excluding US public holidays.

Support Response Times for Priority Unlimited Support are outlined in Table A. Support Response Times for high-severity issues only apply if the Licensed Developer tells Isomorphic Support that the issue meets the criteria for a given severity level.

Table A – Support Response Times

Severity	Description	Support Response Time
1 Critical	The Integrated Product is unavailable in production or is corrupting data, and the error severely impacts the user’s operations	8 Business Hours
2 Serious	An important function of the Integrated Product is not available in production, and the user’s operations are restricted	16 Business Hours
3 Minor	Inability to use a function of the Integrated Product occurs, but it does not seriously affect the user’s operations	24 Business Hours

(c.) Maintenance Updates

During the Subscription Term, and provided Licensed Developer shall have continuously subscribed to the Services from the date of purchase of the Software or renewed the Subscription pursuant to Section 8 hereof, Isomorphic will provide Licensed Developer access to and extend Licensed Developer’s License Agreement to Major Releases, Minor Releases, Maintenance Releases, if any, as well as corresponding Documentation, for the Edition subscribed developer has licensed the Software under a License Agreement.

(d.) Roadmap Access and Influence

Licensed Developers with Priority Unlimited Support may request features to be added to the road map. Isomorphic may freely use the request (without any obligations or restrictions). Isomorphic is not required to include the request into any of its products or Services. Requested features that are scheduled for the next release are not required to be included in that scheduled release and may be dropped or rescheduled at Isomorphic's discretion.

(e.) Requirements for Licensed Organizations Accessing Support

Licensed Organizations are responsible for ensuring that personnel has sufficient training to attain and maintain competence in the operation of the Licensed Software. If Isomorphic determines, in Isomorphic's sole discretion, in responding to Licensed Developer's request for support, that the solution is provided in available media (including, but not limited to, documentation, tutorials and examples, websites or support forums), Isomorphic may direct you to the appropriate media for the solution to the problem.

All support services are offered only to subscribed individuals who are not permitted to use the support on behalf of other developers. Licensed Developer is not permitted to use generic or shared email accounts to access the Services. All developers contributing to the same Integrated Product must have support and must have the same level of support plan.

Support Incidents may only be filed on behalf of another Licensed Developer if they have the same license Edition and support plan level and are contributing to the same Integrated Product. In particular, you cannot file an incident on behalf of:

1. a licensed developer who does not have support;
2. a developer that has a lower level of support;
3. a developer that has support but whose support plan is out of Support Incidents;
4. a developer that has no license (is using the LGPL edition);
5. a developer working for any other Organization;

and doing so is a breach of contract and grounds for immediate termination of the License Subscription, without the possibility of pro-rated refunds, and with any committed renewals still required to be paid.

7. SUBSCRIPTION TERMINATION

The term of the Subscription License commences on the date of purchase and will continue for the Subscription Term length that is purchased. Upon expiration of the Subscription Term, if Licensed Developer purchased a subscription plan with auto-renewals, the Subscription Term will automatically renew for successive terms at the then current fee unless either party gives written notice of its intent not to renew at least thirty (30) days prior to the end of the current Subscription Term.

If Licensed Developer elected a subscription plan without auto-renewals, the License will automatically terminate at the end of the Subscription Term. Upon the expiration or termination of the Subscription Term, the license shall terminate automatically, and Licensed Developer shall immediately cease use of the applicable Software and lose your rights defined in Sections 2.a. and 6.

8. SUBSCRIPTION RENEWAL

If Licensed Developer elects not to renew the Subscription License, the Licensed Organization may later re-enroll or enroll, as the case may be, for the Subscription License. If Licensed Developer had elected not to renew the Subscription License and later wishes to re-enroll in the License Subscription, Licensed Developer must pay: (i) the applicable fees for the current Subscription Term, and (ii) the amount of fees that would have been paid for the period since the date the license has lapsed to the renewal date.

If any discounts, commitments to maintain pricing over time, or access to related products and services at discounted rates were offered as part of the licenses and/or services originally purchased and which were not renewed in a timely manner, Isomorphic has no obligation to honor those, and Isomorphic will do so at its sole discretion.

If a discount is obtained via verbal or written communication based on a commitment to a multi-year renewal, or if a special exception is made to grant licenses before payment is made with payment expected by a certain date, then if the payment is not made by the due date agreed to, a fixed late fee of 10% of the total renewal cost, and interest of 20% per annum compounding, or the highest interest allowed by law will be applied to the amount owed to Isomorphic.

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This Agreement gives you a limited license only to copy and use the Software. No additional rights or licenses are granted by implication, estoppel, or otherwise. Isomorphic and its suppliers retain all title, interest, and rights, including all copyrights, patent rights, trade secret rights, trademarks and other proprietary rights, in and to the Licensed Software, all copies thereof, and all enhancements, modifications, and derivative works thereto.

10. PAYMENT

The licenses granted herein are contingent upon your payment of license fees charged during the purchasing process. If your payment of license fees is canceled or denied, these licenses will terminate and you must immediately delete all copies of the Software. You are responsible for payment of any sales, value added, excise, or other taxes or duties that may be imposed upon or with respect to delivery, deployment, or use of the Software. You agree that Isomorphic or its designated auditor may, upon reasonable notice, audit your use of the Software for compliance with this Agreement.

11. CUSTOMER PROMOTION

Isomorphic may state publicly that Licensed Organization has licensed the Software for Integrated Product(s), and may use Licensed Organization's name and logo in Isomorphic's public customer lists.

12. LIMITED WARRANTY

(a) Isomorphic warrants to you that, for a period of ninety (90) days from your initial download of the Software (i.e. not including subsequent updates), the Software will perform in substantial conformance with the Documentation. Your exclusive remedy under this warranty is to contact Isomorphic in writing within the warranty period, including your product serial number and a description of the problem. Provided that you report any non-compliance with this warranty in writing to Isomorphic within the warranty period, Isomorphic will use reasonable commercial efforts to, at its option: (i) supply to you a replacement copy of the Licensed Software that substantially conforms to the Documentation; or (ii) advise you how to achieve substantially the same functionality through a procedure different from that set forth in the Documentation; or (iii) terminate this Agreement and refund to you the license fees paid for the Software.

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13. LIMITATION OF LIABILITY

ISOMORPHIC SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR INTERRUPTION OF USE OR BUSINESS, LOSS OR CORRUPTION OF DATA, LOSS OF BUSINESS OR PROFITS, OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ISOMORPHIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ISOMORPHIC'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF US\$500 OR THE AMOUNT PAID BY YOU FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

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The Software and Documentation are commercial items developed exclusively at private expense, and in all respects are proprietary data belonging solely to Isomorphic. If the Software is acquired by or on behalf of agencies or units of the Department of Defense (DOD), then, pursuant to DoD FAR Supplement Section 227.7202 and its successors (48 C.F.R. 227.7202) the Government's right to use, reproduce or disclose the Software and Documentation acquired under this Agreement is subject to the restrictions of this Agreement. If the Software is acquired by or on behalf of civilian agencies of the United States Government, then, pursuant to FAR

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15. THIRD-PARTY COMPONENTS (Java integration server only)

The Java integration server components of the Software may bundle certain third-party components provided under terms and conditions which are different from those of this Agreement. These third-party components and their license terms and conditions may be found in the `WEB-INF/lib/` and `WEB-INF/licenses/` directories of the Product SDK and Product Runtime for SmartClient, and in the `WEB-INF/licenses` directories of each sample in Smart GWT. By accepting this Agreement, you are also accepting the additional terms and conditions, if any, set forth therein. Such additional terms and conditions, and not the terms of this Agreement (other than Sections 12(b) and 13), apply to such third-party components.

16. EXPORT REQUIREMENTS

The export and re-export of Isomorphic Software products are controlled by the United States Export Administration Regulations and such software may not be exported or re-exported to Cuba, Iran, North Korea, Sudan, Syria, or any country to which the United States embargoes goods. In addition, Isomorphic software may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

By downloading or using an Isomorphic software product you are certifying that you are not a national of Cuba, Iran, North Korea, Sudan, Syria, or any country to which the United States embargoes goods and that you are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

17. GENERAL

(a) This Agreement is the entire agreement between you and Isomorphic with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and representations, whether written or oral. No purchase order or similar document issued by you shall modify or amend this Agreement. No agent or employee of Isomorphic is authorized to make any amendment to this Agreement unless such amendment is in writing and signed by a duly authorized representative of Isomorphic. (b) This Agreement shall be governed by the substantive and procedural laws of the State of California, U.S.A., excluding its conflict of law provisions that would require the application of the laws of any other state. Any dispute regarding this Agreement will be heard in the state or federal courts having jurisdiction in San Francisco County, California, U.S.A. and both parties hereby consent to the jurisdiction and

venue of such courts. The prevailing party in any action to enforce the provisions of this Agreement shall be entitled to recover all reasonable attorneys' fees and expenses incurred in connection therewith. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and is expressly disclaimed. Notwithstanding the foregoing, Isomorphic may seek immediate relief in any court of competent jurisdiction to protect or enforce its intellectual property rights and its confidential information. (c) You may not assign, transfer or delegate this Agreement, in whole or in part, by operation of law or otherwise, without Isomorphic's written consent. (d) You agree to indemnify, hold harmless and defend Isomorphic from and against any loss, cost, liability, expense, damage, claims, or lawsuits that arise from the deployment or use of the Integrated Product. (e) You acknowledge that a breach of this Agreement may cause Isomorphic irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Isomorphic may seek the entry of an injunction enjoining any breach or threatened breach hereof, in addition to any other relief to which Isomorphic may be entitled at law or in equity. (f) If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect. (g) The failure, delay, or waiver by Isomorphic to act on any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. (h) All questions and notices from you concerning this Agreement shall be directed to: Isomorphic Software Inc., e1 Sansome Street, Suite 3500, San Francisco, CA 94104, USA, Attention: Legal.

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