

## **LICENSE AGREEMENT**

### **for IntegralUI TreeView**

#### **Licensors:**

**Lidor Systems  
Plostad Sloboda 11  
2420 Radovis  
North Macedonia**

**IMPORTANT! Do not install this software before you have read this license agreement. By proceeding to install this software or otherwise embedding the IntegralUI TreeView component in your application you are indicating your acceptance of all the terms and conditions stated in this agreement.**

This LICENSE Agreement ("LICENSE") is a legal agreement between you (either an individual or a single entity) and Lidor Systems, Plostad Sloboda 11, 2420 Radovis, Republic of North Macedonia ("Lidor Systems"), for the software product identified above, which includes computer software and may include associated "online" or electronic documentation ("SOFTWARE PRODUCT").

The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to you by Lidor Systems.

By installing, copying, downloading, accessing, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this LICENSE. If you do not agree to all the terms of this LICENSE, do not install or use the SOFTWARE PRODUCT; you may, however, return it to your place of purchase for a full refund, if relevant.

#### **SOFTWARE PRODUCT LICENSE**

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed, not sold. You must therefore treat the SOFTWARE PRODUCT like any other copyrighted material.

### **1. LICENSE TO USE SOFTWARE PRODUCT**

#### **(i) OWNERSHIP**

This is a license agreement and NOT an agreement for sale. Lidor Systems continues to own the copy of the SOFTWARE PRODUCT contained on the disk or CD-ROM and all other copies that you are authorized by this LICENSE to make. Your rights to the SOFTWARE PRODUCT are specified in this LICENSE, and Lidor Systems retains all rights not expressly granted to you in this LICENSE.

#### **(ii) LICENSE GRANT**

If you are an entity, Lidor Systems grants you the right to designate one individual within your organization to have the sole right to use the SOFTWARE PRODUCT in the manner provided below. Lidor Systems grants to you as an individual, a personal, nonexclusive, non-transferable LICENSE to use one copy of this SOFTWARE PRODUCT. You may use the Licensed Software only on one central processing unit with one input terminal. The SOFTWARE PRODUCT is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage device) of that computer. You may not network the SOFTWARE PRODUCT or otherwise use it for development on more than one computer at the same time, for more than one

developer at a time. Each developer working with the SOFTWARE PRODUCT must purchase a copy of the component for his/her own development needs.

If you have purchased more than one LICENSE, you may use a copy of the SOFTWARE PRODUCT on the number of computers associated with the number of licenses (e.g. a four user licenses allows you to use the SOFTWARE PRODUCT on up to four computers concurrently).

### **(iii) SOURCE CODE**

If have purchased a license to the source code, you may make modifications, enhancements, derivative works and/or extensions to that licensed source code provided to you under the following terms:

- Lidor Systems grants you the non-exclusive license to view and modify the Source Code for the sole purposes of education and troubleshooting. If you troubleshoot the Source Code, then you may compile the corrected Source Code and use and distribute the resulting object code solely as a replacement for the corresponding Redistributables the Source Code compiles into.
- You will not sub-license, rent, lease, transfer, sell, charge, disclose, assign or make any commercial use of the Source Code either in whole or in part for money or other consideration or free of charge to any third party.
- You will limit access to the Source Code to those of your employees, agents, contractors, or sub-contractors who either have a need to know or who are directly engaged in the maintenance or enhancement of the related SOFTWARE PRODUCT.
- You may not distribute the Source Code of the SOFTWARE PRODUCT, or any modification, enhancement, derivative work and/or extension thereto, in source code form.
- Under no circumstances may the Source Code be used in whole or in part, as the basis for creating a product that provides the same, or substantially the same, functionality as any Lidor Systems products.
- You will not modify or delete, in whole or part, any copyright, trade secret, proprietary, confidential or other notice thereon or therein without the express, prior written consent of Lidor Systems.
- Lidor Systems shall retain all rights, title and interest in and to all corrections, modifications and derivative works of the Source Code created by the Licensee, including all copyrights subsisting therein, to the extent such corrections, modifications or derivative works contain copyrightable code or expression derived from the Source Code.
- You acknowledge that the Source Code contains valuable and proprietary trade secrets of Lidor Systems, and agrees to expend every effort to insure its confidentiality.
- YOU UNDERSTAND AND ACKNOWLEDGE THAT SOURCE CODE IS LICENSED AS IS, AND THAT LIDOR SYSTEMS DOES NOT PROVIDE ANY TECHNICAL SUPPORT FOR SOURCE CODE.

### **(iv) ACADEMIC LICENSE**

You may use the SOFTWARE PRODUCT for non-commercial purposes only including conducting academic research or providing educational services. You certify that use is directly related to teaching, private non-commercial development or that use is strictly for non-commercial research by

students or and faculty members, where the results of such research or development are not intended primarily for the benefit of a third party.

#### **(v) BETA, TRIAL or EVALUATION VERSIONS**

You may use the beta versions, trial versions, demonstration versions, evaluation versions and product tours of the SOFTWARE PRODUCT for the limited purposes of demonstrations, trials, design time evaluations and running a product tour. You may not distribute any of the files provided with the beta, trial, demonstration or evaluation version.

## **2. DISTRIBUTION / REDISTRIBUTABLE CODE**

### **(i) SAMPLE CODE**

In addition to the LICENSE granted in Section 1, Lidor Systems grants to you the right to use and modify the source code versions of those portions of the SOFTWARE PRODUCT which are identified in the documentation as the Sample Code and located in the \SAMPLES and \TUTORIALS subdirectory(s) of the SOFTWARE PRODUCT, either on CD-ROM or electronic format (collectively "SAMPLE CODE"), provided you complies with the REDISTRIBUTION REQUIREMENTS. You may not distribute the SAMPLE CODE, or any modified version of the SAMPLE CODE, in source code form.

### **(ii) REDISTRIBUTABLE FILES**

In addition to the license and rights granted in Sections 1, Lidor Systems grants to you a nonexclusive, royalty-free right to reproduce and distribute the object code version of those portions of the SOFTWARE PRODUCT designated in the SOFTWARE PRODUCT as (a) those portions of the SOFTWARE PRODUCT which are identified in the documentation as the EXE ("EXE") and/or OCX ("OCX") Controls and/or DLL ("DLL") Controls; (b) those portions of the SOFTWARE which are identified in the documentation as REDISTRIBUTABLE DLLs ("DLLs"), provided you complies with the REDISTRIBUTION REQUIREMENTS.

### **(iii) REDISTRIBUTION REQUIREMENTS**

If you redistributes the REDISTRIBUTABLE FILES, you agrees to (a) distribute the REDISTRIBUTABLE FILES in object code form only in conjunction with, and as part of your software application product which adds significant and primary functionality and which is designed, developed, and tested to operate in the Microsoft Windows and/or Windows NT environments; (b) not use Lidor Systems name, logo or trademarks to market your software application product; (c) to display your own valid copyright notice which shall be sufficient to protect Lidor Systems' copyright in the SOFTWARE PRODUCT; (d) indemnify, hold harmless, and defend Lidor Systems from and against any claims or lawsuits, including attorney's fees, that arise or result from the use and distribution of your software application product; and (e) not permit further distribution of the REDISTRIBUTABLE FILES by your end user.

### **(iv) LIMITATIONS**

Distribution by you of any designers or design-time assistants (EXE's OCX's or DLL's), executables, source code, distributed by Lidor Systems as part of this SOFTWARE PRODUCT and not identified as a REDISTRIBUTABLE FILE is prohibited. Redistribution by your users of Lidor Systems DLL's and OCX's or your modified or wrapped version of Lidor Systems DLL's and OCX's without the appropriate redistribution LICENSE is prohibited.

You shall not develop applications that substantially duplicate the capabilities of the SOFTWARE PRODUCT or, in the reasonable opinion of Lidor Systems, compete with it.

You MAY NOT distribute the SOFTWARE PRODUCT, in any format, to other users for development or compiling purposes. In particular, if you create a control using the SOFTWARE PRODUCT as a constituent control, you MAY NOT distribute the control created with the SOFTWARE PRODUCT (in any format) to users for being used at design time and/or for development purposes.

### **3. ADDITIONAL RIGHTS AND LIMITATIONS**

#### **(i) RESTRICTIONS**

You may not alter, assign, create derivative works, decompile, disassemble, distribute, give, lease, loan, modify, rent, reverse engineer, sell, sub-license, transfer or translate in any way, by any means or any medium, including telecommunications, the SOFTWARE PRODUCT or Documentation (except as specifically and expressly provided below for "REDISTRIBUTABLE FILES"). You will use your best efforts and take all reasonable steps to protect the SOFTWARE PRODUCT from unauthorized use, copying or dissemination.

#### **(ii) SUPPORT SERVICES**

Lidor Systems may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the policies and programs described in "online" documentation and/or in other Lidor Systems provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this LICENSE. With respect to technical information you provide to Lidor Systems as part of the Support Services, Lidor Systems may use such information for its business purposes, including for product support and development. Lidor Systems will not utilize such technical information in a form that personally identifies you.

#### **(iii) The SOFTWARE PRODUCT**

is licensed as a single product and the software programs comprising SOFTWARE PRODUCT may not be separated.

#### **(iv) TERMINATION**

Without prejudice to any other rights or remedies, Lidor Systems will terminate immediately without notice this LICENSE upon your failure to comply with all the terms and conditions of this LICENSE. In such events, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts including any related documentation, and must remove ANY and ALL use of such technology immediately from any applications using technology contained in the SOFTWARE PRODUCT developed by you, whether in native, altered or compiled state.

### **4. UPGRADES, ENHANCEMENTS AND UPDATES**

From time to time, at its sole discretion, Lidor Systems may provide enhancements, updates, or new versions of the SOFTWARE PRODUCT on its then standard terms and conditions thereof. This Agreement shall apply to such enhancements.

You are not entitled to updates or upgrades of the SOFTWARE PRODUCT or Documentation.

### **5. COPYRIGHT**

All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Lidor Systems or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This LICENSE grants you no rights to use such content. Lidor Systems reserves all rights not expressly granted.

You MAY NOT COPY the SOFTWARE PRODUCT or Documentation (except as specifically and expressly provided below for "REDISTRIBUTABLE FILES"); provided, however, that you may make one (1) copy of the SOFTWARE PRODUCT and the associated electronic documentation for archival/backup purposes. This copy will have to be labeled externally as such and show that use is subject to this LICENSE.

## **6. LIMITED WARRANTY**

You assume all responsibility for the selection of the SOFTWARE PRODUCT as appropriate to achieve the results you intend. The SOFTWARE PRODUCT and documentation are not represented to be error-free. Lidor Systems warrants that (a) the SOFTWARE PRODUCT shall perform substantially as described in its documentation for a period of thirty (30) days from purchase, and (b) any Support Services provided by Lidor Systems shall be substantially as described in our accompanying materials, and our Support Team will make commercially reasonable efforts to solve any problem covered by our warranty. EXCEPT FOR THE FOREGOING LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND OF FITNESS FOR A PARTICULAR PURPOSE.

## **7. CUSTOMER REMEDIES**

Lidor Systems entire liability and your exclusive remedy shall be, at Lidor Systems option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet Lidor Systems Limited Warranty and which is returned to Lidor Systems with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

## **8. NO LIABILITY FOR CONSEQUENTIAL DAMAGES**

To the maximum extent permitted by law, in no event shall Lidor Systems or its suppliers be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of use or of inability to use this SOFTWARE PRODUCT, or the failure to provide Support Services, even if Lidor Systems or its dealer have been advised of the possibility of such damages.

Some countries do not allow the exclusion or limitation of certain implied warranties or the limitation of the foregoing warranty or the exclusion or limitation of incidental or consequential damages, in which case and to the extent such exclusion or limitation is not allowed some of the foregoing limitations and exclusions may not apply to you.

## **9. HIGH RISK ACTIVITIES**

The SOFTWARE PRODUCT is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). Lidor Systems expressly disclaims any express or implied warranty of fitness for High Risk Activities.

#### **10. GENERAL PROVISION**

You shall have no right to sub-license any of the rights of this agreement, for any reason. In the event of the breach by you of this Agreement, you shall be liable for all damages to Lidor Systems, and this Agreement shall be terminated. If any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions of this Agreement shall not be affected or impaired thereby. In the event of a legal proceeding arising out of this Agreement, the prevailing party shall be awarded all legal costs incurred.

This Agreement constitutes the entire agreement between the parties for the supply of the SOFTWARE PRODUCT and its associated documentation and supersedes all prior arrangements, agreements, representations, and undertakings. This Agreement may not be changed or modified except by a written instrument duly executed by each of the parties hereto.

#### **11. MISCELLANEOUS**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Republic of North Macedonia. Each party consents to the personal jurisdiction of the Republic of North Macedonia and agrees to commence any legal proceedings arising out of this LICENSE shall be conducted solely in the courts located in North Macedonia.

You shall be responsible for the payment of all taxes, duties, or levies that may now or hereafter be imposed by any authority upon this Agreement for the supply, use, or maintenance of the SOFTWARE PRODUCT, and if any of the foregoing taxes, duties, or levies are paid at any time by Lidor Systems, you shall reimburse Lidor Systems in full upon demand.

#### **12. ACKNOWLEDGEMENTS**

You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.