

End User License Agreement (EULA)

LIQUID TECHNOLOGIES LIMITED END-USER LICENSE AGREEMENT FOR LIQUID STUDIO 2020 AND LIQUID XML DATA BINDER 2020

IMPORTANT: This Liquid Technologies Limited End User License Agreement ("EULA") is a legal agreement between you and Liquid Technologies Limited for the software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation (collectively, the "SOFTWARE"). PLEASE READ THIS EULA CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. By installing, copying, or otherwise using the SOFTWARE, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, then do not install or use the SOFTWARE.

SOFTWARE LICENSE

1. DEFINITIONS

- (a) "LIQUID TECHNOLOGIES" means Liquid Technologies Limited.
- (b) "REDISTRIBUTABLE FILES" means the generated source code files compiled into a binary form and the associate LIQUID TECHNOLOGIES Run-Time files.
- (c) "END USER PRODUCT" means data created by the SOFTWARE and distributed to any third party.
- (d) "END USER" means a person who uses the END USER PRODUCT.
- (e) "DEVELOPER" means a person who uses the REDISTRIBUTABLE FILES to produce an END USER PRODUCT.
- (f) "TRIAL EDITION" means a version of the SOFTWARE, so identified, for use under a limited Trial License only to review, demonstrate and evaluate the SOFTWARE for a limited time period of 15 days.
- (g) "EDUCATION EDITION" means a version of the SOFTWARE, so identified, for use by students and faculty of educational institutions only and not for any commercial application.

2. LICENSE GRANTS

This EULA grants you the following limited, non-exclusive rights subject to the terms and conditions set forth in this EULA:

- (a) Your license rights under this EULA are NON-EXCLUSIVE and NON-TRANSFERABLE.

(b) You may install and use the SOFTWARE on a single computer; OR install and store the SOFTWARE on a storage device, such as a network server, used only to install the SOFTWARE on your other computers over an internal network, provided you have a license for each separate computer on which the SOFTWARE is installed and run.

(i) An Installed User license for the SOFTWARE may not be shared, installed or used concurrently on different computers.

(ii) A Concurrent User license for the SOFTWARE may be shared and installed on up to 10 computers, provided that no more than the maximum number of Concurrent User licenses purchased is in use at any one time.

(c) You are granted a non-exclusive, royalty-free right to make copies of the REDISTRIBUTABLE FILES, and distribute those copies to your END USERS; provided that (i) you only distribute the REDISTRIBUTABLE FILES in conjunction with, and as part of your END USER PRODUCT which adds significant and primary functionality to the REDISTRIBUTABLE FILES; (ii) you ensure all copyright notices are retained; (iii) you include a valid copyright notice on your END USER PRODUCT or include recognition that portions are the copyright of LIQUID TECHNOLOGIES; (iv) you include a license agreement with your END USER PRODUCT that does not permit further distribution of the REDISTRIBUTABLE FILES by your END USER; (v) you indemnify, hold harmless, and defend LIQUID TECHNOLOGIES from and against any claims or lawsuits, including attorney's fees, that arise as a result from the use or distribution of your END USER PRODUCT.

3. LICENSE RESTRICTIONS

(a) Other than as set forth in Section 2, you may not make or distribute copies of the SOFTWARE, or electronically transfer the SOFTWARE from one computer to another or over a network.

(b) You shall not allow any REDISTRIBUTABLE FILES to be used in any way by a DEVELOPER who does not have a licensed version of the REDISTRIBUTABLE FILES.

(c) You shall not use the SOFTWARE to develop any END USER PRODUCT having the same primary function as the SOFTWARE.

(d) You may not alter, merge, modify, adapt or translate the SOFTWARE, or decompile, reverse engineer, disassemble, or otherwise reduce the SOFTWARE to a human-perceivable form.

(e) You may not rent, lease, lend, sell, resell, or otherwise transfer whether for value or otherwise, the SOFTWARE to third parties without LIQUID TECHNOLOGIES'S written approval and subject to written agreement by the recipient of the terms of this EULA.

(f) You shall not (i) install or use more than one copy of the TRIAL EDITION, (ii) download the TRIAL EDITION under more than one username, (iii) alter the computer system to enable the use of the TRIAL EDITION for a period in excess of 15 days, (iv) use or distribute any END

USER PRODUCT of the TRIAL EDITION for any commercial purpose, and (v) use the TRIAL EDITION for a purpose other than the sole purpose of determining whether to purchase a license to a commercial or education version of the software; provided, however, notwithstanding the foregoing, you are strictly prohibited from installing or using the TRIAL EDITION for any commercial training purpose.

(g) An EDUCATION EDITION may not be used for, or distributed to any party for, any commercial purpose.

(h) END USER PRODUCT of the EDUCATION VERSION may not be distributed or used for any commercial purpose.

(i) LIQUID TECHNOLOGIES may terminate this EULA if you fail to comply with any term or condition of this EULA. In such event, you must destroy all copies of the SOFTWARE.

4. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold. Furthermore, this EULA does not grant you any rights in connection with any trademarks or service marks of LIQUID TECHNOLOGIES. LIQUID TECHNOLOGIES reserves all intellectual property rights, including copyrights, and trademark rights.

5. NO WARRANTIES

YOU ACCEPT THE SOFTWARE "AS IS," AND LIQUID TECHNOLOGIES LIMITED (AND ITS THIRD PARTY SUPPLIERS AND LICENSORS) MAKE NO WARRANTY AS TO ITS USE, PERFORMANCE, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LIQUID TECHNOLOGIES LIMITED (AND ITS THIRD PARTY SUPPLIERS AND LICENSORS) DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT REMAINS WITH YOU.

6. LIMITATION OF LIABILITY

THIS LIMITATION OF LIABILITY IS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL LIQUID TECHNOLOGIES LIMITED (OR ITS THIRD PARTY SUPPLIERS AND LICENSORS) BE LIABLE FOR ANY COSTS OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THIS

EULA OR THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF LIQUID TECHNOLOGIES LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, LIQUID TECHNOLOGIES LIMITED'S (AND ITS THIRD PARTY SUPPLIERS' AND LICENSORS') ENTIRE LIABILITY ARISING OUT OF THIS EULA SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SOFTWARE THAT CAUSED SUCH DAMAGE.

7. DOCUMENTATION AND EXAMPLES

LIQUID TECHNOLOGIES LIMITED BEARS NO LIABILITY FOR ANY TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, OR FOR DAMAGES RESULTING FROM USE OF THE INFORMATION IN ANY PROVIDED DOCUMENTATION AND/OR EXAMPLES.

8. REFUND POLICY

A free limited TRIAL EDITION is granted when you download this SOFTWARE. We recommend that you use this to evaluate the product before making a purchase.

Refunds will be given at the discretion of the Company Management.

9. SOFTWARE UPDATES

This license does not grant you any right to any updates to the SOFTWARE, or any support services. The SOFTWARE has built in functionality to automatically check for updates by transmitting data to the LIQUID TECHNOLOGIES servers. You agree that LIQUID TECHNOLOGIES may transfer such data over your network and the internet to LIQUID TECHNOLOGIES servers, download updates and install them as part of the SOFTWARE.

10. TERMINATION OR EXPIRY

(a) The Licensor may by notice in writing to the Licensee terminate this License if any of the following events shall occur, viz.:

(i) if the Licensee is in breach of any term, condition or provision of this License or required by the applicable law and fails to remedy such breach (if capable of remedy) within 30 days of having received written notice of such breach from the Licensor;

(ii) if the Licensee, being a body corporate, shall present a petition or have a petition presented by a creditor for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by the relevant statutory provisions under the applicable law to be unable to pay its debts.

(b) Upon termination or expiry, the Licensee shall immediately cease to use the Software, delete all copies of it and shall pay to the Licensor all costs and expenses, including legal and other fees incurred and all arrears of fees, charges or other payments arising in respect of the Software, this License or otherwise.

(c) Termination or expiry, howsoever or whenever occasioned shall be subject to any rights and remedies the Licensor may have under this License or in law.

11. ASSIGNMENT

The Licensee shall not assign or otherwise transfer all or part of the Software or this License without the prior written consent of the Licensor.

12. WAIVER

Failure or neglect by the Licensor to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Licensor's rights hereunder nor in any way affect the validity of the whole or any part of this License nor prejudice the Licensor's rights to take subsequent action.

13. SEVERABILITY

In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

14. NOTICES

Any notice to be given by either party to the other may be sent by recorded delivery to the address of the other party as appearing herein or such other address as such party may from time to time have communicated to the other in writing and if so sent shall be deemed to be served 3 days following the date of posting.

15. LAW

The parties hereby agree that the License concluded between them and constituted on these terms and conditions shall be construed in accordance with English Law.

Copyright © 2001-2020 Liquid Technologies Limited. All rights reserved.