

License for WCF-Xtensions Professional

SOFTWARE LICENSE AGREEMENT FOR THE LATEST VERSION

This Software License Agreement ("**License**") constitutes a legal agreement between you and Noemax Technologies Ltd ("**Noemax**") for the Noemax product named "WCF-Xtensions Professional" including any software, documentation, materials, keys and support services that are contained in it or provided for it or made available as part of the subscription to it by Noemax or a Noemax authorized distributor ("**Product**").

By installing or using the Product you acknowledge that you have read and understood this License and agree to be bound by all its terms and conditions. If you do not agree, you may not copy, install or use the Product but instead you must promptly return it to Noemax or the Noemax authorized distributor you purchased it from and request a refund of the price you paid.

1. Definitions

"**Source Code**" means the source code of the Product from which the compiled code of the Product is produced.

"**Redistributables**" means the files that contain the compiled code of the Product and are designated in the "redistributables.html" file of the Product as available for distribution with [Your Software](#).

"**Noemax Account**" means a user account that provides access to the "Your Account" area of the Noemax website and is available at www.noemax.com/your-account.

"**Product Key**" means the unique identifier named "Product Key" or "License Key" or "Subscription Key" or just "Key" that was provided to you by Noemax or a Noemax authorized distributor upon purchase of the Product.

"**Personal License Key**" means the unique identifier named "Your Personal License Key" that appears in the [Noemax Account](#) of a [Named User](#) when a [Product Key](#) is registered in that [Noemax Account](#).

"**Named User**" means a specific individual whom you have designated by name and authorized to install and use copies of the Product in accordance with the "Grant of License to Use the Product" section.

"**Team Members**" means the [Named Users](#) who have all registered in their own [Noemax Account](#) the same [Product Keys](#) and who can all download the same versions of the Product from their own [Noemax Account](#) as part of the subscription to the Product.

"**Your Software**" means your software that includes, links, references, accesses or otherwise uses the [Redistributables](#) and is written, modified, debugged or compiled by you or your employees, contractors or consultants.

"**Your Source Code**" means the source code of [Your Software](#).

"**Your End Users**" means the individuals who install or use copies of [Your Software](#) but do not write, modify, debug or compile [Your Source Code](#).

2. Ownership

The Product is the property of Noemax and is protected by copyright laws and international copyright treaties.

You acknowledge that this is a license, not a sale, and that it does not transfer to you any title or ownership in or to the Product or any patent, copyright, trade secret, trade name, trademark, service mark, intellectual property rights or other proprietary rights related thereto. You further acknowledge that all title, rights and interest in and to the Product will remain at all times the property of Noemax, that you will not acquire any rights to the Product except as expressly set forth in this License, and that Noemax owns all copies of the Product, including any copies of the [Source Code](#) or the [Redistributables](#) or the documentation or other part of the Product, however and by whomever made. You agree that you will not, at any time, contest anywhere in the world ownership of the Product by Noemax, nor will you challenge the validity of the rights of Noemax in the Product. All rights not expressly granted herein are reserved by Noemax.

3. Grant of License to Use the Product

The Product may include Named User Licenses. The number of Named User Licenses included in the Product, if any, is determined by how the Product is marked. If the Product is marked as:

- "1 Named User License" then by purchasing the Product you have acquired one (1) Named User License,
- "4 Named User Licenses" then by purchasing the Product you have acquired four (4) Named User Licenses,
- "10 Named User Licenses" then by purchasing the Product you have acquired ten (10) Named User Licenses,
- "25 Named User Licenses" then by purchasing the Product you have acquired twenty five (25) Named User Licenses,
- "50 Named User Licenses" then by purchasing the Product you have acquired fifty (50) Named User Licenses,
- "100 Named User Licenses" then by purchasing the Product you have acquired one hundred (100) Named User Licenses.

Upon your acceptance of all terms and conditions of this License, Noemax grants you a limited, personal, non-exclusive, non-transferable license to:

- authorize, for each Named User License you have acquired, one specific individual whom you have designated by name to install and use copies of the Product on any number of computers,

provided that all of the following conditions are met:

- you have acquired a Named User License for each individual who writes, modifies, debugs or compiles [Your Source Code](#) regardless of whether or how that individual installs or uses copies of the Product, and
- the copies of the Product, including any copies of the [Redistributables](#) or the documentation or other part of the Product, are used only by the individuals for each of whom you have acquired a Named User License, and
- all individuals for whom you have acquired a Named User License (a) have read, understood and accepted all terms and conditions of this License, (b) have registered the [Product Key](#) in their own [Noemax Account](#) and a [Personal License Key](#) has been issued for each one of

them, and (c) only install or use copies of any version of the Product that is available for them to download from their own [Noemax Account](#) as part of the subscription to the Product.

You may occasionally de-authorize some of the individuals whom you have authorized to install and use copies of the Product and authorize other individuals instead, provided that the individuals being de-authorized (a) stop using the Product and the [Product Key](#) and their [Personal License Key](#), (b) unregister the [Product Key](#) from their own [Noemax Account](#), and (c) and remove and destroy all copies that they have made of all versions of the Product, including any copies of the [Source Code](#) or the [Redistributables](#) or the documentation or other part of the Product or any backup copies, but excluding copies of the [Redistributables](#) that they have already distributed to [Your End Users](#) in accordance with all terms and conditions of this License. You may not authorize or de-authorize individuals on a regular basis or by rotating the same individuals or in a manner that effectively increases the number of individuals whom you have authorized to install and use copies of the Product.

You are responsible for supervising and controlling the use of the Product and for taking the appropriate technological and organizational measures to ensure that the Product is used in accordance with all terms and conditions of this License.

4. Grant of License to Distribute the Redistributables Between [Team Members](#)

If a license to use the Product has been granted to you under the "Grant of License to Use the Product" section, Noemax grants you a limited, personal, non-exclusive, non-transferable license to:

- authorize the [Team Members](#) to distribute between them copies of the [Redistributables](#),

provided that all of the following conditions are met:

- the distributed copies of the [Redistributables](#) are used only by the [Team Members](#), and
- all [Team Members](#) (a) only distribute between them copies of the [Redistributables](#) contained in any version of the Product that is available for each and every one of them to download from their own [Noemax Account](#) as part of the subscription to the Product, and (b) treat the [Redistributables](#) distributed between them solely as replacements for and in the same manner as the [Redistributables](#) that they are licensed to use by installing copies of the Product themselves.

You are responsible for supervising and controlling the use of the [Redistributables](#) and for taking the appropriate technological and organizational measures to ensure that the [Redistributables](#) is used in accordance with all terms and conditions of this License.

5. Grant of License to Distribute the Redistributables to Your End Users

If a license to use the Product has been granted to you under the "Grant of License to Use the Product" section, Noemax grants you a limited, personal, non-exclusive, non-transferable license to:

- authorize the [Named Users](#) to distribute copies of the [Redistributables](#) to [Your End Users](#) solely in conjunction with and as an inseparable part of [Your Software](#), and
- permit [Your End Users](#) to install, use and further distribute these copies of the [Redistributables](#) solely in conjunction with and as an inseparable part of [Your Software](#),

provided that all of the following conditions are met:

- [Your End Users](#) do not write, modify, debug or compile [Your Source Code](#), and
- [Your Software](#) (a) is a larger work that adds significant primary functionality which is substantially different than that of the [Redistributables](#) and does not imitate or compete with any Noemax product, (b) does not expose or imitate the programming interface of the [Redistributables](#) and does not provide documentation on their use, (c) displays your valid copyright notice, and (d) does not include in its name any trademark of Noemax, and
- [Your Software](#) is distributed only pursuant to an appropriate end-user license agreement which contains terms and conditions that protect the [Redistributables](#) and restrict their use at least as much as this License and which prohibits users from (i) separating the [Redistributables](#) from [Your Software](#), (ii) using the programming interface of the [Redistributables](#), (iii) modifying, translating, adapting, porting, transforming, reverse engineering, decompiling or disassembling the [Redistributables](#) or circumventing their technical protection measures or attempting to discover their source code, (iv) removing, altering or obscuring any copyright, trademark, patent or other proprietary notices from the [Redistributables](#), and (v) further distributing the [Redistributables](#) unless in conjunction with and as an inseparable part of [Your Software](#) and only pursuant to an appropriate end-user license agreement which contains terms and conditions that protect the [Redistributables](#) and restrict their use at least as much as this License and which contains the five prohibitions (i)-(v) contained in this paragraph.

If the [Redistributables](#) cannot be distributed to or used by one or more of [Your End Users](#) in accordance with this "Grant of License to Distribute the Redistributables to Your End Users" section, you must acquire a Named User License for each of these of [Your End Users](#).

Regardless of how [Your Software](#) might be developed, (a) the rights granted to you under this "Grant of License to Distribute the Redistributables to Your End Users" section may not be exercised by anyone other than you, (b) Noemax owns all copies of the [Redistributables](#), however and by whomever made, even if produced by compiling the [Source Code](#), and (c) the [Source Code](#) and the documentation of the Product or any portion of them, however obtained, may not be distributed with [Your Software](#).

Noemax provides no warranty to any person other than the limited warranty provided under the "Limited Warranty" section. You are solely responsible to [Your End Users](#) for support, service, repairs or assistance related to the [Redistributables](#). You agree to indemnify, defend and hold harmless Noemax, its licensors, its suppliers, its authorized distributors and each of their respective employees from any liabilities, damages and claims, including attorneys' fees, related to the use or distribution of the [Your Software](#) and to any alleged infringement of any patent, copyright, trade secret, trade name, trademark, service mark, intellectual property rights or other proprietary rights.

6. Backup Copies

If a license to use the Product has been granted to you under the "Grant of License to Use the Product" section, the [Named Users](#) may make a reasonable number of backup copies of the Product to protect it against damage or loss, provided that (a) the [Named Users](#) make the backup copies solely for archival purposes and they store them securely so that only they can access them, and (b) the backup copies are used only by the [Named Users](#) to reinstall the Product if ever necessary.

7. Trade Secret and Nondisclosure

Noemax owns all copies of the [Source Code](#) and any portion of it, however and by whomever made, even if discovered by reverse engineering, decompiling or disassembling the Product. You have no rights to the [Source Code](#) or any portion of it. You acknowledge that all the [Source Code](#) and any information derived from it are the intellectual property and a trade secret of Noemax.

If you obtain access to the [Source Code](#) or any portion of it and regardless of how you obtain it, you agree:

- not to disclose the [Source Code](#) or any portion of it or any information derived from it, and
- not to copy, use or imitate the [Source Code](#) or any portion of it in [Your Software](#) or any other software, and
- not to use any information derived from the [Source Code](#) in the design or implementation of [Your Software](#) or any other software.

You are responsible for taking the appropriate technological and organizational measures to ensure that the [Source Code](#) and any information derived from it are held securely in confidence.

8. Limitations

You may not (a) copy, install, use or modify the Product except as expressly permitted by this License, if at all, (b) distribute, sublicense, transfer or make available the Product except as expressly permitted by this License, if at all, (c) translate, adapt, port, transform, reverse engineer, decompile or disassemble the Product or circumvent its technical protection measures or attempt to discover its source code, (d) rent, lease, lend or share the Product, (e) remove, alter or obscure any copyright, trademark, patent or other proprietary notices from the Product, and (f) use the Product or distribute the [Redistributables](#) if [Your Software](#) is malicious, deceptive or unlawful.

9. Subscription Renewals

If the Product is marked as "Renewal", this License is granted to you only if another license has been already granted to you for a product identified by Noemax as being eligible to receive the subscription renewal. The Product renews the subscription of the product that formed the basis for your eligibility to receive the Product and constitutes a single product with that one.

10. Proof of License and License Compliance

Your proof of license is the [Product Key](#) and the paid invoice or receipt for the Product issued for you by Noemax or a Noemax authorized distributor.

All [Named Users](#) must register the [Product Key](#) in their own [Noemax Account](#) in order to have their [Personal License Key](#) issued. [Named Users](#) must produce their [Personal License Key](#) when requested by Noemax.

For license compliance purposes, information about the Product, this License and the computer on which the Product is installed may be sent automatically to Noemax via a secure connection. This information (a) may include the name and version of the Product, the [Personal License Key](#), the IP and MAC addresses of the computer and a GUID derived from its hardware configuration, and (b) is kept in confidence by Noemax and not disclosed to third parties. By installing or using the Product you consent to the transmission of this information. No information is sent automatically by the [Redistributables](#) when they are installed by [Your End Users](#).

11. Transfer

You may not permanently or temporarily transfer the Product or this License to another party, by operation of law or otherwise, including by merger, sale of assets or consolidation, without the prior written consent of Noemax. Upon receiving the written consent of Noemax and before transferring the Product and this License to another party, you and all [Named Users](#) must (a) stop using the Product and the [Product Key](#) and all [Personal License Keys](#), (b) unregister the [Product Key](#) from every [Noemax Account](#) in which it has been registered, (c) remove and destroy all copies made of all versions of the Product, including any copies of the [Source Code](#) or the [Redistributables](#) or the documentation or other part of the Product or any backup copies, but excluding copies of the [Redistributables](#) already distributed to [Your End Users](#) in accordance with all terms and conditions of this License, and (d) the other party must accept all terms and conditions of this License. If the Product includes one or more Named User Licenses, you may not separate these Named User Licenses from the Product but the Product must be transferred with all the Named User Licenses it includes. All provisions of this License, with the exception of sections "Grant of License to Use the Product", "Grant of License to Distribute the Redistributables Between Team Members", "Grant of License to Distribute the Redistributables to Your End Users" and "Backup Copies", shall remain in force even after any termination.

12. Term and Termination

The term of this License begins on the date you purchased the Product from Noemax or a Noemax authorized distributor and will remain in force for as long as you comply with all terms and conditions of this License or until you decide to terminate it, whichever comes first. Upon termination of this License you and all [Named Users](#) must (a) stop using the Product and the [Product Key](#) and all [Personal License Keys](#), (b) unregister the [Product Key](#) from every [Noemax Account](#) in which it has been registered, and (c) remove and destroy all copies made of all versions of the Product, including any copies of the [Source Code](#) or the [Redistributables](#) or the documentation or other part of the Product or any backup copies, but excluding copies of the [Redistributables](#) already distributed to [Your End Users](#) in accordance with all terms and conditions of this License. All provisions of this License, with the exception of sections "Grant of License to Use the Product", "Grant of License to Distribute the Redistributables Between Team Members", "Grant of License to Distribute the Redistributables to Your End Users" and "Backup Copies", shall remain in force even after any termination.

13. Limited Warranty

Noemax warrants to you that the Product will perform substantially in accordance with the documentation of the Product for a period of ninety (90) days from the date you purchased the Product from Noemax or a Noemax authorized distributor. Your exclusive remedy and the sole liability of Noemax for breach of this warranty is that Noemax, at its own option and provided that you notify Noemax in writing within the ninety (90) day warranty period, will (a) repair the Product, or (b) replace the Product with a newer product of similar functionality, or (c) refund the amount you paid to Noemax or a Noemax authorized distributor for the Product or its list price advertised by Noemax at the time you paid, whichever is less. This warranty does not apply to failures caused by third party products.

14. Disclaimers

Except for the limited warranty specified in the "Limited Warranty" section, the Product is provided "as is" without warranties or conditions of any kind. Noemax makes no representations about the suitability of the Product for any purpose or that it is error-free or secure or that its operation will be

uninterrupted or that it meets any user's particular standards, requirements or needs or that Noemax support will correct all defects or solve all problems. Noemax provides no assurances that the Product does not infringe any patent, copyright, trade secret, trade name, trademark, service mark, intellectual property rights or other proprietary rights of any third party. Noemax does not warrant or make any representations regarding the use or the performance of the Product in terms of correctness, accuracy, completeness, reliability or otherwise. Noemax hereby expressly disclaims any and all warranties and conditions with respect to the Product, its use and its performance, either express or implied, including but not limited to any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, title and non-infringement.

15. Limitation of Liability

In no event shall Noemax, its licensors, its suppliers, its authorized distributors and each of their respective employees be liable for any direct, indirect, incidental, punitive, special or consequential damages of any kind, or any other damages or claims whatsoever, including but not limited to damages for loss of profits, revenue, data or use, incurred by you or any third party, even if Noemax knew, should have known or had been advised of the possibility of such damages, arising out of or in connection with the use or performance of the Product and the provision or failure to provide support. In no event will the total cumulative liability of Noemax for damages to you or any other person ever exceed the amount you paid to Noemax or a Noemax authorized distributor for the Product or its list price advertised by Noemax at the time you paid, whichever is less, regardless of the form of the claim.

16. Marketing

You agree to be identified as a customer of Noemax and that Noemax may refer to you by name, trade name and trademark and you hereby grant Noemax a license to use your name, trade name and trademark solely in connection with the rights granted to Noemax under this "Marketing" section. If you do not wish to grant Noemax any rights under this "Marketing" section, you must notify Noemax in writing within thirty (30) days from the date you purchased the Product.

17. Import, Use and Export

You are solely responsible for identifying and complying with any laws, regulations, restrictions or controls that may be applicable to you concerning the import, use or export of the Product or the [Redistributables](#), and for obtaining any licenses, permits or approvals that might be required.

18. Governing Law

This License is governed by and construed in accordance with the laws of Greece. You agree and hereby submit to the exclusive jurisdiction and venue of the Courts of Greece with respect to all disputes and such matters. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

19. Entire License

This License replaces any previously granted license for the Product. This License constitutes the entire, final and exclusive agreement between you and Noemax with respect to the Product or any other subject matter covered by this License. This License supersedes in their entirety any and all prior agreements, license exemptions, purchase orders, understandings and other communications, whether written or oral, between you and Noemax or any third party with respect to the Product, its use or its performance. If any provision of this License is held to be illegal, invalid or unenforceable

for any reason, such provision will be enforced to the maximum extent permissible and the remainder of the provisions of this License will remain in full force and effect.

20. Waiver and Modifications

All waivers must be in writing. Any waiver or failure to enforce a provision of this License on one occasion shall not be deemed a waiver of any other provision or such provision on any other occasion. This License may only be amended by a written document signed by both parties.

Should you have any questions concerning this License, please visit www.noemax.com for information on how to contact us.

License version 12_01_15