

REBEX GENERAL END USER AGREEMENT - .NET COMPONENTS

The following agreement applies to a Software Development Product of REBEX CR s.r.o.

This is a legal agreement (hereafter "Agreement") between you, either an individual or an entity, as the end user (hereafter "Recipient") and Rebex CR s.r.o. (hereafter "Rebex"). By installing or using the software and related documentation provided with this agreement (hereafter "Software Development Product"), you agree to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, do not install or use the software.

LICENSE AGREEMENT FOR A REBEX SOFTWARE

1. GRANT OF LICENSE

Rebex grants Recipient a limited, perpetual, non-exclusive, nontransferable, license to use the Software Development Product.

Recipient may distribute Software Development Product runtime along with his own products royalty-free.

Recipient shall not rent, lease, sell, sublicense, assign, or otherwise transfer the Software Development Product, including any accompanying printed materials. Recipient may not reverse engineer, decompile or disassemble the Software Development Product.

TRANSFER

You may NOT permanently or temporarily transfer ANY of your rights under this AGREEMENT to any individual or business or government entity without prior written approval from Rebex. Regardless of any modifications which you make and regardless of how you might compile, link, and/or package your programs, under no circumstances may the libraries, Redistributables, and/or files included in the Software Development Product (including any portions thereof) be used for developing programs by anyone other than you. Only you as the LICENSEE have the right to use the libraries, redistributables, or other files of the Software Development Product (or any portions thereof) for developing programs created with the Software Development Product. You may not share copies of the Redistributables with other co-developers. You may not reproduce or distribute any Rebex documentation without the permission of Rebex.

At no time may Recipient create any tool, redistributable, or product that directly or indirectly competes with the Software Development Product by utilizing all or any portion of the Software Development Product.

Rebex shall retain title and all ownership rights to the Software Development Product.

Software Development Product can be obtained in different licensing variants:

SINGLE DEVELOPER LICENSE

This Software Development Product is licensed to one developer. All

developers working on a project that includes a Software Development Product who are directly working with the Software Development Product, are required to purchase a license for that Software Development Product.

THIRTY (30) DAY EVALUATION (TRIAL) USE LICENSE

If the Software Development Product you have obtained is marked as a "TRIAL" or "EVALUATION," you may install copy of the Software Development Product for evaluation purposes only, for a period of 30 calendar days from the date of installation ("EVALUATION PERIOD"). Upon expiration of the EVALUATION PERIOD, the Software Development Product must be uninstalled and all copies destroyed.

You MAY NOT CREATE applications or begin software projects using the Software Development Product under the terms of the THIRTY(30) DAY EVALUATION(TRIAL) USE LICENSE.

You MAY NOT REDISTRIBUTE files in the Software Development Product distribution if using an evaluation or trial version of the Software Development Product.

2. TERM OF AGREEMENT

The term of this Agreement shall commence at the date Recipient purchases, installs or otherwise starts using the Software Development Product.

3. SUPPORT SERVICES

Rebex may provide you with support services related to the Software Development Product ("Support Services"). Use of Support Services is governed by Rebex policies and programs described in the user manual, in "on line" documentation and/or other Rebex provided materials. Any supplemental Software Development Product provided to you as part of the Support Services shall be considered part of the Software Development Product and subject to the terms and conditions of this EULA. With respect to technical information you provide to Rebex as part of the Support Services, Rebex may use such information for its business purposes, including for Software Development Product support and development. Rebex will not utilize such technical information in a form that personally identifies you.

4. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law, the Software Development Product is provided "as is" and without warranties of any kind, whether expressed or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of the use or installation of the Software Development Product, if any, remains with Recipient.

5. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES

To the maximum extent permitted by applicable law, in no event shall Rebex, or its principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organisations be liable for any

special, incidental, indirect, consequential or punitive damages whatsoever arising out of or in any way related to the use of or the inability to use the Software Development Product.

6. LIMITATION OF LIABILITY AND REMEDIES

To the maximum extent permitted by applicable law, any liability of Rebex will be limited exclusively to a refund of the purchase price.

7. GOVERNING LAW

This Agreement shall be construed and controlled by the laws of the Czech Republic. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in courts located in the Czech Republic. The Recipient consents to such jurisdiction and venue.

8. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive agreement between Rebex and Recipient with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in a writing fully signed by an authorised representative of Rebex and Recipient.

Should you have any questions concerning this Agreement, please contact Rebex.