REMOBJECTS SOFTWARE END USER LICENSE AGREEMENT

Updated March 23, 2023

IMPORTANT: PLEASE READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY BEFORE USING ANY SOFTWARE PRODUCT ACQUIRED FROM REMOBJECTS SOFTWARE.

This document constitutes a LEGAL AGREEMENT between you, the End User (either an individual or an entity), and RemObjects Software, LLC.

1. SCOPE

This End User License Agreement ("EULA") covers all SOFTWARE PRODUCTS produced by RemObjects Software, LLC, whether sold or made available for free. The sections of this EULA that contain information that pertains specifically to a certain product are properly marked as such.

SOFTWARE PRODUCTS covered this EULA include but are not limited to:

- RemObjects C#
- RemObjects Data Abstract
- RemObjects Elements
- RemObjects Everwood
- RemObjects Fire
- RemObjects Internet Pack
- RemObjects Iodine
- RemObjects GitBrowser
- RemObjects Hydra
- RemObjects Mercury
- RemObjects Oxfuscator
- RemObjects Oxygene
- RemObjects Pascal Script
- RemObjects Relativity Server
- RemObjects Remoting SDK
- RemObjects Script
- RemObjects Silver
- RemObjects Water

2. DEFINITIONS

SOFTWARE PRODUCTS: refers to one or more products as made available as a unified installation package.

(LIBRARY) SOURCE CODE: refers to the source code shipped with any of the SOFTWARE PRODUCTS licensed to you, the End User, in the "Source" folder of the product installation.

TOOLS: refers to ANY of the applications deployed with the SOFTWARE PRODUCTS in executable form, whether as auxiliary helper programs of a Library product or as the main product. This includes but is not limited to any executable files and third-party IDE integrations.

SAMPLE CODE: sample code is provided to you as part of the SOFTWARE PRODUCT license inside the "Samples" folder

EXECUTABLE FORMAT refers to executable files such as .EXE and .DLL files build from your own source code, linking in code provided as part of the LIBRARY SOURCE CODE. It does not encompass library files such as .DCU, .BPL/.DCP, .DLL or .A/.DYLIB files or any other format that would allow a third party to use the provided file as a replacement for the LIBRARY SOURCE CODE

3. COPYRIGHT

This SOFTWARE PRODUCT is owned by RemObjects Software, LLC and is protected by copyright laws and international copyright treaties.

All copyrights of this SOFTWARE PRODUCT, including but not limited to any source code, tools, documentation, images, text, and samples incorporated into the SOFTWARE PRODUCT, as well as those provided via Support Services or any of the RemObjects websites, are proprietary products of RemObjects Software, LLC and are protected by copyright law. You acquire only the right to use the SOFTWARE PRODUCT and do not acquire any rights of ownership. You acknowledge that the SOFTWARE PRODUCT and its source code remain a confidential trade secret of RemObjects Software, LLC. RemObjects Software, LLC may have trademarks, copyrights, patents, or other intellectual property rights covering the SOFTWARE PRODUCT. You are not granted any license to these patents, trademarks, copyrights, or other intellectual property rights except as expressly provided herein. RemObjects Software, LLC reserves all rights not expressly granted.

All names and logos of the SOFTWARE PRODUCTS defined in the SCOPE section of this EULA are trademarks or registered trademarks of RemObjects Software, LLC. These names and logos may only be used by the End User when referring to RemObjects Software, LLC, or any of its products. These names and logos may not be used by the End User for branding or marketing purposes, without written consent from RemObjects Software, LLC.

4. GRANT OF LICENSE

BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO INSTALL, COPY, OR USE THE SOFTWARE PRODUCT.

You may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes or transfer the SOFTWARE PRODUCT to a single hard disk provided you keep the original solely for backup or archival purposes.

You may install the software on as many computers or virtual machines as you like, providing you are the only person using the software on these computers.

You may not alter any of the programs or accompanying files without written permission from RemObjects Software, LLC. Any resale or commercial distribution of the SOFTWARE PRODUCT is strictly prohibited, unless RemObjects Software, LLC has given explicit written permission.

You are not obtaining title to the SOFTWARE PRODUCT or any copyrights. You may not sublicense, rent, lease, convey, modify, translate, convert to another programming language, decompile, or disassemble the SOFTWARE PRODUCT for any purpose. RemObjects Software, LLC grants you as an individual, a personal, nonexclusive license to install and use the SOFTWARE PRODUCT for the sole purpose of developing systems that are not in competition with the SOFTWARE PRODUCT, or any other products developed and sold by RemObjects Software, LLC.

If you are an entity, RemObjects Software, LLC grants you the right to designate one individual within your organization to have the right to use the SOFTWARE PRODUCT in the manner described above. The named License you acquired is not transferrable to another individual or entity unless you are given written permission by RemObjects Software, LLC.

You may link against the LIBRARY SOURCE CODE and deploy it in EXECUTABLE FORMAT as part of your application; you may make changes to the LIBRARY SOURCE CODE and write extensions for your own use, and link against and deploy your changes in EXECUTABLE FORMAT. You may NOT deploy RemObjects Software's source code, including modified or extended versions, to anyone.

SAMPLE CODE is provided for your convenience and you may use it at your discretion. You may create your own products starting from the samples provided and consider this derived work as your own. You may also deploy such derived work in any way you see fit, including in source code form.

Unless specifically stated on a per-tool basis, you may not deploy the TOOLS included with the SOFTWARE PRODUCT to anyone, neither standalone nor as part of your own application; the tools are intended solely for use by yourself.

In general, you may not distribute any part of the installed product, nor any license codes, license files, or your website login information to third parties.

5. SUPPORT SERVICES

RemObjects Software, LLC may provide the End User with Support Services related to the SOFTWARE PRODUCT. Support Services include free downloading of upgrades as covered by the original purchase, as well as technical support offered via online forums, e-mail, telephone or audio/video conferencing. Use of Support Services is governed by RemObjects Software policies and programs described on the RemObjects website (www.remobjects.com/support) and may be subject to additional support charges depending on the type and level of support provided. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and is subject to the terms and conditions of this EULA.

6. TERMINATION

This License shall remain in effect only for so long as you are in compliance with the terms and conditions of this EULA. This License will terminate if you fail to comply with any of its terms or conditions. You may terminate it at any time by destroying your copies of the SOFTWARE PRODUCT. You agree, upon termination, to destroy all copies of the Product. Without prejudice to any other rights, RemObjects Software, LLC may terminate this EULA if you fail to comply with the terms. The provisions of this EULA that protect the proprietary rights of RemObjects Software, LLC, and the

LIMITATIONS OF WARRANTIES will continue to be in force even after any termination. Upon termination, RemObjects Software, LLC may also enforce any rights provided by law.

7. EXPIRATION

All licenses sold (or freely granted) by RemObjects Software, LLC are non-perpetual and subscriptionbased, and expire at the end of the designated subscription period - commonly one year, or one month with a one-year-minimum commitment. You may only use the licensed products with an active subscription.

8. LIMITATIONS OF WARRANTIES AND LIABILITY

THIS SOFTWARE PRODUCT IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE APPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME THE ENTIRE RISK AS TO THE ACCURACY AND THE USE OF THE SOFTWARE PRODUCT AND ALL OTHER RISKS ARISING FROM THE USE OR PERFORMANCE OF THIS SOFTWARE PRODUCT AND DOCUMENTATION.

RemObjects Software, LLC SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM USE OF OR INABILITY TO USE THIS SOFTWARE PRODUCT, EVEN IF RemObjects Software, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RemObjects Software, LLC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF RemObjects Software, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.