

SAPIEN EULA

Frequently asked questions about our End-User License Agreement and the full text.

A EULA is a legal contract between the manufacturer and/or the author and the end-user of an application. In short, to use our software, you must read and agree to the terms set forth in the EULA (See full text below.)

Although you should **always read the entire document before agreeing** to any contract, the questions we are asked most often are:

1. How many users can use this license?

All SAPIEN licenses are single-user licenses. Only ONE person can use the license.

2. Can I install this software on more than one machine?

Each single-user license allows the owner to activate and run the software on two devices at any given time. For example, you can run the SAPIEN software on your work computer and home computer, as long as you are the only person using the software.

You can transfer your SAPIEN license from one computer to another, as long the licensed software is activated on no more than two computers at a time. If you get a new computer or need to reimage a hard drive, remove the license from the old computer and then transfer it to the new computer. For help, see [Quick Guide to SAPIEN Software Activation](#).

End-User License Agreement—Full Text

ATTENTION: THIS IS A LICENSE, NOT A SALE. ALL OUR SOFTWARE IS LICENSED ON THE TERMS SET FORTH BELOW. THE LICENSE DEFINES WHAT YOU CAN DO WITH THE SOFTWARE AND CONTAINS LIMITATIONS ON WARRANTIES AND REMEDIES AVAILABLE TO YOU.

IMPORTANT: Carefully read this SAPIEN Technologies, Inc. ("**SAPIEN**") End-User License Agreement (this "**Agreement**") before installing SAPIEN software (the "Software"). The Software is defined to include, without limitation, the accompanying computer programs and all component parts, models, image textures, images, photographs, animations, video, audio, music, text, catalog content, and applets incorporated into such software, the media and related documentation, whether provided in printed or electronic form, any upgrades, and this Agreement. Installation of the Software constitutes your acknowledgment that you have read this Agreement and agree to its terms. If you do not agree to the terms of this Agreement, SAPIEN is unwilling to license the Software to you.

1. GRANT OF LICENSE.

Generally. The registered end-user of the Software (the "**Customer**") is hereby granted a single (or such greater number as is specified in writing by SAPIEN) **User License** for the Software. SAPIEN licenses its Software for use by a Customer whose installation is on an individual machine (an "**Individual**") as well as by a Customer whose installation is through a software distribution method (an "**Enterprise**"). For purposes of any User License granted to a Customer, a "**User**" is a person who is an Individual, or who is an employee or subcontractor of an Enterprise or an Individual. The terms of the license are different depending on the type of Customer, as detailed below:

The Software can be licensed as (i) a perpetual license or (ii) a yearly subscription that is billed monthly or annually (once every 12 months).

A perpetual license gives the Licensee a right to use the licensed version of the Software perpetually. A perpetual license entitles the Individual to install the Software into permanent memory on such number of computers or workstations, to a maximum of two (2), as are personally used by the designated User. The Individual may designate a successor User for the User License, so long as the Software is deleted from all computers and workstations of the previous User prior to installation on the computers or workstations of such successor User.

A subscription gives the Licensee a right to use the Software for one (1) year from the date of purchase. The Subscription Period for the Software will begin on the day you order the Software and end one year thereafter. You agree to pay the Subscription Fee for the Subscription Period. Your subscription to the software will automatically renew for a new Subscription Period until you cancel the subscription. SAPIEN reserves the right to change the Subscription Fee for any renewal Subscription Periods. Each new Subscription Period will be subject to the same terms and conditions set forth in this Agreement, which SAPIEN may update from time to time. Updates to the terms of this Agreement can be found on the SAPIEN website. You agree that SAPIEN will disable the Software at the end of the Subscription Period if the subscription is not renewed or at any point in time if scheduled payments are not received when due.

A subscription entitles the Individual to install the Software into permanent memory on such number of computers or workstations, to a maximum of twenty (20), as are personally used by the designated User. The Software may not be used by anyone other than such designated User.

Each designated User of a license or subscription can use the Software on no more than two (2) computers or workstations at the same time. Software is "in use" on a computer or workstation when it is loaded into temporary memory on such device.

Evaluation Licenses. If the Software has been installed without specifying or containing an activation key ("**Evaluation Software**"), the Customer shall have the right to use the Software pursuant to the terms of this Agreement only for the evaluation period specified upon startup (the "**Evaluation Period**"). To use the Software following the expiration of the Evaluation Period, an activation key must be obtained from SAPIEN. The Customer may not re-install the Evaluation Software on the same computer but may install the Evaluation Software on another computer.

2. DELIVERY AND ACTIVATION KEYS.

SAPIEN Software is only available electronically via download and will not be available in any other format. SAPIEN Software shall be deemed delivered to the Customer upon SAPIEN making available to Customer the Software Activation Key. The Customer understands and agrees that a Software Activation Key provided by SAPIEN is required to enable SAPIEN Software and that Software Updates are provided only during the Maintenance/Subscription Term.

For a perpetual license, upon the initial purchase, 50 percent of the purchase price is designated to obtain the perpetual license for the purchased Software and 50 percent of the purchase price is designated to obtain the first year of updates of the Software. For a subscription license, 100 percent of the purchase price is designated to obtain a year of Software use and updates.

The Customer further understands and agrees that: (i) in case of breach by the Customer of the payment terms stipulated in this Agreement, SAPIEN will have the right to suspend the Software and such suspension will not give rise to any modification of the amount of the Software fee or to any extension of the Maintenance/Subscription Term; (ii) for a perpetual license, the SAPIEN Software will, in the absence of any renewal of the Maintenance Term, be usable as the last version delivered

to the Customer during the period. No further updates will be delivered or otherwise be made available for expired maintenance; (iii) for a subscription, the SAPIEN Software will, in the absence of required payment of the Subscription Term, cease to function on all installed machines, and no further updates will be delivered or otherwise be made available to the user.

Finally, the Customer understands and agrees that upon activation of the SAPIEN Software, the Software will provide certain information to SAPIEN regarding the system environment in which the SAPIEN Software is operating and will monitor the use and security of the SAPIEN Software. For example, the Software uses HTTP protocol and encryption to provide information about the Operating System, computer name, public IP address, MAC address, a generated unique machine identifier, as well as the Customer name, license type, version of the SAPIEN Software being used, start and end date of the Software Subscription, and number of active users, provided, however, that under no circumstances does the SAPIEN Software capture or transmit to SAPIEN any Customer data being processed by the SAPIEN Software.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Limitations on Reverse Engineering, Decompilation, and Disassembly. The Customer may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Limitations on Repackaging. The Customer may not, without the express written consent of SAPIEN, change, manipulate or repackage the Software for use in software management or distribution systems.

Separation of Components. The Software is licensed as a single product. The Customer may not rent or lease the Software, or any portion or component thereof. Included components specifically marked as "redistributable" can be distributed royalty free with end-user applications or scripts, provided that these components are necessary for end user applications or scripts to function. The copyright statements in these components and their digital signatures must remain intact and without any modification. These components may not be distributed or sold individually without the end-user application or script.

Software Transfer. Subject to the limitations below, the Customer may permanently transfer all rights under this Agreement and the Software, provided that the Customer retains no copies, transfers all the Software, and the recipient agrees to the terms of this Agreement. **ANY SUCH TRANSFER OF THE SOFTWARE REQUIRES THE WRITTEN CONSENT OF, AND REGISTRATION OF THE TRANSFER WITH, SAPIEN. Such consent and registration will not be unreasonably withheld by SAPIEN and may be applied for by contacting SAPIEN Technologies, Inc. at 1300 1st Street, Suite 368, Napa, CA 94559, Attention: Software Transfers.** If the Software is an upgrade from another SAPIEN product, the Customer may use or transfer the Software only in conjunction with the original product, unless the Customer destroys the original product. Notwithstanding the foregoing, without SAPIEN's prior consent, the Customer may transfer to others complete copies of the Evaluation Software (but not any copies which have been enabled through use of a registration key or which are otherwise not time limited), so long as such transferee receives a complete copy of the Evaluation Software, including all documentation, and expressly agrees to be bound by the terms of this Agreement.

Use of Content. All copyrighted image textures, and other images and catalog content licensed with the Software are licensed for use solely in connection with the Customer's use of the Software, and not for resale. Except as expressly permitted under this Agreement or specifically agreed to in

writing by SAPIEN, the Customer shall not copy, distribute, or sell any portion or component of the Software, including models, image textures, images or catalog content, in any file format, as part of another software product, image, shape, 3D model library or product, or software product similar to the Software.

Limitations on Use. The Customer shall not use the Software, or any related content licensed under this Agreement to (a) create obscene or defamatory work, or (b) to in any way violate the trademark, tradename, copyright, or other intellectual property rights of any third party. The Customer may not copy the printed materials accompanying the Software, except as necessary to enable a permitted transfer of the Evaluation Software.

Termination. This Agreement shall continue for so long as the Customer uses the Software, including any upgrades. However, upon any violation of any of the provisions of this Agreement, the Customer's rights and licenses to use the Software shall automatically terminate and the Customer shall be obligated to destroy all of its copies of the Software and all of its component parts. Limitations on warranties, customer remedies, and limitations on use will survive any such termination to the extent applicable.

Ownership. 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. This Agreement confers no title or ownership in the Software and no rights in any associated source code or any accompanying printed materials. Ownership of all intellectual property rights in the Software remains with SAPIEN and its licensors. Any rights not granted under this Agreement are reserved by SAPIEN and its licensors.

Third Party Rights. Portions of the Software may have been developed by a third-party software supplier named in the copyright notices included with the Software. Any such third-party software supplier shall, together with SAPIEN, be authorized to hold the Customer responsible for any copyright infringement by the Customer or violation of this Agreement by the Customer.

Export Controls. The Customer acknowledges that the export of the Software is governed by the export control laws of the United States of America and other countries. The Customer agrees to comply with all such export control laws.

4. UPGRADES; OTHER SOFTWARE.

If the Software is an upgrade of a SAPIEN product, then, subject to the second to last paragraph of Section 6 ("Order of Precedence"), this Agreement shall apply to the original product as well as the Software. If the Customer rightfully has or hereafter rightfully obtains any other SAPIEN software product which is not subject to a written license agreement with SAPIEN for such product, then the terms and conditions of this Agreement also shall apply to such software.

5. U.S. GOVERNMENT RESTRICTED RIGHTS.

If the Customer is an agency and/or instrumentality of the United States of America, all Software is provided subject to the restrictions applicable to other end-users in accordance with the terms of this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct. 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14 (Alt III), FAA AMS Clause 3.3.1-38 Unenforceability of Unauthorized Obligations (July 2018), 3.5-18 Commercial Computer Software License (January 2009), 3.9.1-1 Contract Disputes (January 2020), and 3.5-13 Rights in Data - General (October 2014) as applicable.

6. WARRANTIES AND LIMITATIONS ON LIABILITY.

SAPIEN warrants that, subject to the terms below, for a period of thirty (30) days from the date of the Customer's purchase of the Software from SAPIEN or its authorized distributor (the "Warranty Period") the Software will operate substantially in accordance with the specifications published by SAPIEN for such Software. SAPIEN does not warrant that the operation of the Software shall be uninterrupted or error free. If during the Warranty Period SAPIEN receives notice from the Customer that the Software does not operate substantially in accordance with such specifications, then SAPIEN shall use reasonable commercial efforts to offer a work-around or repair such Software. If SAPIEN is unable, within a reasonable time, to offer a work-around or repair the Software as specified above, the Customer shall be entitled to a full refund of the purchase price from the entity in which it was purchased, upon verification that the software was deactivated and unregistered. The foregoing warranty shall not apply to defects resulting from: (a) improper or inadequate maintenance by the Customer; (b) Customer supplied software or interfaces; (c) modification or misuse; or (d) operation outside of the environmental specifications for the Software.

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. SAPIEN SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ACCURACY OF INFORMATION.

THE REMEDIES PROVIDED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL SAPIEN OR ANY OF ITS LICENSORS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SAPIEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Such limitations on liability shall not apply with respect to any claim that the Software directly caused bodily injury or death.

7. MISCELLANEOUS.

Choice of Law. If the Customer acquired the Software in the United States, this Agreement is governed by the laws of the State of California USA, without reference to its conflict of laws rules. If the Software was acquired outside the United States, then, to the extent permitted by applicable local law, this Agreement is governed by the laws of the State of California USA, without reference to its conflict of laws rules. If the Customer is an agency and/or instrumentality of the United States of America, this agreement is governed by the laws of the United States without reference to conflict of laws.

Severability. Any term of this Agreement which is held to be invalid by a court of applicable jurisdiction will be deleted, but the remainder of this Agreement will not be affected.

Jurisdiction. This Agreement shall be deemed to have been entered into in Napa, California, and the federal and state courts with jurisdiction in Napa, California, USA shall have exclusive jurisdiction for the submission of any claims or disputes arising out of this Agreement or in connection with the Software. The Customer and SAPIEN hereby consent to exclusive jurisdiction and venue in such courts with respect to any claims or disputes arising out of this Agreement or in connection with the Software. If the Customer is an agency and/or instrumentality of the United States of America, the federal court applicable to the district within which SAPIEN resides shall have exclusive jurisdiction.

Order of Precedence. If the Customer and SAPIEN have entered into a separate software license agreement with respect to this Software, then the provisions of such agreement shall take precedence over any contradictory provision contained in this Agreement.

Complete Agreement. Subject to the immediately preceding paragraph, this Agreement represents the complete agreement concerning the matters covered hereby. It may be amended only by a writing executed by the Customer and SAPIEN.