

## **END-USER LICENSE AGREEMENT FOR PERPETUAL LICENSES ("SOFTWARE")**

**NETMAKE SOLUÇÕES EM INFORMÁTICA LTDA**, a private company registered with the CNPJ/MF (Tax Payer Number) 04.095.869/0001-18, with headquarters at Avenida Doutor José Augusto Moreira, no. 900 - room 1104, Casa Caiada, Olinda, Pernambuco, Number Code 53.130-410, from now on referred to as **LICENSOR**;

**LICENSEE**, natural or legal person who acquires the End User License Agreement for the Scriptcase Software, upon acceptance by electronic means, from now on referred to as **LICENSEE**.

### **FIRST CLAUSE: ACCESSION OF THE CONTRACT**

**Clause 1.1:** This ender-use license is the entire agreement relating to the Scriptcase Software, prevailing over all prior oral statements, promises, representations and agreements.

**Clause 1.2:** The LICENSEE has information, independence and contractual freedom that allow it to adhere to the present contract, and such engagement of the Scriptcase means that it accepts the terms of this Use License Agreement.

**Clause 1.3:** If, after careful reading of this Agreement, LICENSEE does not agree to the terms of the license agreement, LICENSEE may not use this Software.

### **SECOND CLAUSE: OF THE PURPOSE OF THE CONTRACT**

**Clause 2.1:** Scriptcase is a developing platform for applications and PHP systems in an agile way. It is a tool that allows the developer to access a graphical interface through a web browser. The product used to create forms, queries, charts, filters, menus, and other types of data manipulation applications contained in the main databases on the market. The developed applications with Scriptcase possess features automatically generated by the tool, such as pagination, filters, automatic validation of fields of Date, Currency, Number, and others. Scriptcase allows LICENSEE to create reports/queries/ summaries only by informing a simple or complex command (Sub- select, Join, View, and Stored Procedures) in SQL language. The product still allows the developer to write their PHP code to handle exceptions and create more complex validations.

**Clause 2.2:** Applications generated with Scriptcase are royalty-free, used by any number of users, and installed on other servers at no additional cost.

**Clause 2.3:** The systems generated with Scriptcase shall be the LICENSEE sole property, as well as the responsibility of what LICENSEE created with it.

**Clause 2.4:** LICENSOR may change the Software at any time without notice, but is not required to support or update the Software.

**Clause 2.5:** The LICENSOR company exclusively markets Scriptcase and if the LICENSEE is aware that third parties are marketing the software, undertakes to communicate to the LICENSOR. Except if listed within the official reseller list: <http://www.scriptcase.net/resellers-list/>.

### **THIRD CLAUSE: COPYRIGHT**

**Clause 3.1:** The Software is protected by copyright, by the Brazilian and other countries laws, and by international treaty provisions. Thus, LICENSEE can't remove any copyright notices from the Software. Otherwise, LICENSEE will be liable for losses and damages.

**Clause 3.2:** Scriptcase is protected by copyright and is registered under INPI - National Institute of Industrial Property (Brazilian National Institute of the Property Industry), registration number: 00049650, is the exclusive owner and copyright holder on the software, protected and regulated by Law 9609/98.

**Clause 3.3:** Among other illegal practices, it is considered LICENSOR's copyright infringement, the use, modification, commercialization, or unauthorized integration of the Software.

**Clause 3.4:** Such rights, for purposes of auditing and checking for counterfeiting, piracy, or improper use of the Software, LICENSEE grants free access to the users' computing environment.

#### **FOURTH CLAUSE: OF THE LICENSE AND BANS CONCESSION**

**Clause 4.1:** The propriety of all Software copies remains with the LICENSOR.

**SINGLE PARAGRAPH:** The licenses may be of the following types:

a. **Scriptcase Starter Edition:** License for a single developer and single database.

- Supported databases: MySQL, MariaDB, PostgreSQL, SQLite, Interbase, Firebird and Access.
- Technical support service not included.
- Twelve months of Upgrade/Updates (major or minor patches).
- The number of applications within Scriptcase: unlimited.
- The number of projects within Scriptcase: unlimited.
- Number of connections to supported databases: unlimited.

b. **Scriptcase Professional Edition:** License for a single developer and single database.

- Supported databases: MySQL, MariaDB, PostgreSQL, SQLite, Interbase, Firebird e Access.
- Technical support service not included.
- 12 months of Upgrade/Updates (major or minor patches).
- Number of applications within Scriptcase: unlimited.
- Number of projects within Scriptcase: unlimited.
- Number of connections to supported databases: unlimited.

c. **Scriptcase Enterprise Edition:** License for multiple developers.

- Supported databases: MySQL, MariaDB, PostgreSQL, SQLite, Interbase, Firebird, Access, Oracle, MS SQL Server, DB2, SyBase, Informix, ODBC.
- Twelve months of Upgrade/Updates (major or minor patches).

- Technical support service not included.
- The number of applications unlimited.
- The number of projects unlimited.
- Number of database connections unlimited.

**Clause 4.2:** Unless expressly provided otherwise, LICENSOR does not grant any express or implied right to patents, copyrights, trademarks, or other intellectual property rights. The LICENSEE may not transfer the use of the software license.

**Clause 4.3:** The LICENSEE, as mentioned in the previous item, does not have the ownership of the software or any rights of authorship. Hence, it is not possible to transfer, sub-license, copy, emulate, clone, rent, lease, sell, modify, decompile or deprogram, disassemble or hire reverse-engineering the Licensed Program, or any subset of the licensed program, except as provided in this Agreement. Any improper use will result in immediate and automatic termination of this license and will result in criminal and civil proceedings.

**Clause 4.4:** The LICENSEE may not convert this software or its parts to a different computer environment or language, using an automated or manual conversion tool.

**Clause 4.5:** LICENSEE may install and use only one copy of this software on a single computer for software development purposes. If LICENSEE needs to change the machine or reinstall Scriptcase for some reason, the licensee can automatically request a new serial key on the official website to register the new license.

**Clause 4.6:** The LICENSEE is responsible for making all backups of the Scriptcase and the projects made in it.

**Clause 4.7:** Subsequent installations require the LICENSEE to obtain additional licenses, unless if transferring this Software to another computer.

**Clause 4.8:** LICENSEE may not share this Network Software and may not use simultaneously on more than one computer or computer terminal, as well as lease, rent, sub-license or permit the simultaneous use of the Software by more than one user, except if He is licensed to do so.

## **FIFTH CLAUSE: EVALUATION PERIOD**

**Clause 5.1:** The user in the evaluation period of the Software is subject to the same clauses provided in this agreement, with the same obligations, rights, and duties of the definitive LICENSEE.

**Clause 5.2:** The developed programs based on the LICENSOR's Software during the evaluation period will be saved and may be fully utilized as soon as the user purchases the paid version provided by the LICENSOR. The commercialization of what is produced with the evaluation version is prohibited.

**SINGLE PARAGRAPH:** In the case of the evaluation of this software, the user may use an evaluation copy for a maximum of 20 (twenty) days to analyze the purchase / annual subscription of this software. After the end of the evaluation license period, the user can access the homepage [www.scriptcase.net](http://www.scriptcase.net) to acquire the definitive software license and register the evaluation version or export the projects to import to a definitive environment. If the user wishes

to extend the evaluation period, it is possible to contact the sales department for negotiation through [sales@scriptcase.net](mailto:sales@scriptcase.net).

**Clause 5.3:** The LICENSEE is forbidden to market what is produced within the evaluation version.

#### **SIXTH CLAUSE: OF THE TECHNICAL SUPPORT**

**Clause 6.1:** LICENSOR offers free technical support, during the twenty (20) days trial, but only for general Scriptcase use questions (installation, database connection, general operation). The technical support will not produce codes.

**Clause 6.2:** The LICENSEE may contract the technical support services for questions of any nature in Scriptcase. For more information on the services provided, please visit the [Technical Assistance and Support Services Agreement](#).

**Clause 6.3:** If there is a problem in operation (bugs, installation problems, connection, publication), the LICENSEE may report directly to the email [bugs@scriptcase.net](mailto:bugs@scriptcase.net).

**Clause 6.4:** The purchase/renewal of support plans in the virtual store through the provided user: <https://www.scriptcase.net/auto-upgrade/>.

#### **SEVENTH CLAUSE: OF THE VALUE AND FORM OF PAYMENT**

**Clause 7.1:** The LICENSEE is bound to the value and form of payment presented in the electronic address of the LICENSOR.

**Clause 7.2:** The payment made through the LICENSOR's virtual store (<https://www.scriptcase.net/store/>) via credit cards through PayPal, SWREG, or d.Local payment platforms.

**FIRST PARAGRAPH:** the payment can also be made via proforma invoice via regular bank transfer or a certified reseller according to negotiation done by the commercial sector.

#### **EIGHT CLAUSE: REFUND**

**Clause 8.1:** In keeping with software industry standards, we will gladly accept returns of packaged software within 30 days of purchase in unregistered license key only. There is an evaluation of a version of our software available via download to anyone interested. It allows all prospective buyers to evaluate the product at their leisure to ensure that the software meets their needs before purchasing.

#### **NINTH CLAUSE: OF THE DELIVERY OF THE PRODUCT**

**Clause 9.1:** License delivery is electronic. LICENSEE will an email with the license key (serial) and registration instructions. Software and manual can be downloaded from the website. Evaluation Kit can be downloaded for free, and it becomes a definitive version once a license key/serial number is registered.

**Clause 9.2:** The software and documentation can be downloaded directly from the official website: <https://scriptcase.net>.

- a) Download: <https://www.scriptcase.net/download-scriptcase/>
- b) Documentation: <https://www.scriptcase.net/scriptcase-documentation/>

## **TENTH CLAUSE: OF THE LIMITED WARRANTY**

**Clause 10.1:** In the case of the LICENSEE identifies any technical damage in the software, it shall notify the LICENSOR to make the necessary corrections.

**Clause 10.2** LICENSEE's misuse of Software results in the loss of the warranty.

## **ELEVENTH CLAUSE: LICENSOR'S OBLIGATIONS**

**Clause 11.1:** The parties acknowledge and declare that the responsibility for the use of the software is of means and not of results, and the LICENSOR is obliged to:

- a. Grant an electronic address for file download to make available the installation of the Software, object of this instrument;
- b. Promote the correct corrections regarding the failures and/or improprieties of the Software, as well as, to update the same, for reason of error not previously detected;
- c. Do not disclose, transfer, provide or assign, in any way, any data or information of the LICENSEE and its clients, contained in the database and/or obtained under this instrument;

**SINGLE PARAGRAPH::** The LICENSOR's availability of the Software is entirely electronic, through the address provided by the LICENSEE, not including any extra physical material.

## **TWELFTH CLAUSE: OF THE LICENSEE'S OBLIGATIONS**

**Clause 12.1:** The LICENSEE undertakes to:

- a. To remunerate the LICENSOR in the values indicated in its homepage at the time of hiring;
- b. Use the contracted system according to its technical purposes and requirements;
- c. Provide the appropriate means for the implementation and use of the Software's, such as hardware, network, qualified persons, among others;
- d. To be legally responsible for the data and information stored in the contracted system;
- e. To deal with the damages resulting from the permanent and irreparable damage of the database when they act on their own responsibility (no backups, physical damage to storage units, virus);
- f. Provide all necessary information regarding the assistance provided by the LICENSOR so that he can solve corrections in the contracted software, if necessary;
- g. To be responsible for any legal infraction, in the civil, criminal, authorial and all other areas, which, eventually, will be committed with the use of the contracted Software;

**Clause 12.2:** The LICENSEE is further prohibited, without the previous and written authorization of the LICENSOR:

- a. Disclose, reveal or make available the Software, the object of this instrument, to any third party;

- b. Use, sell, distribute, sub-license, rent, lease, lend, dispose of, assign or otherwise transfer in whole or in part the Software subject to this agreement and/or any rights to that attributed, except as expressly provided in this instrument;
- c. Copy, adapt, improve, alter, correct, translate, update, develop new versions or elaborate works derived from the software, the object of this agreement, or still from any of its parts and components, unless otherwise expressly provided in this agreement;
- d. Disassemble, decompile, reverse engineer or otherwise obtain, access or attempt to obtain; or access the source code of the Software and/or any data or confidential information relating to that, which is the subject of this agreement;
- e. Remove any copyright notices or any other proprietary notices contained in the Software.

**Clause 12.3:** The occurrence of such hypotheses shall result in the application of a penalty, equivalent to up to 10 (ten) times the value of this instrument, without prejudice to the losses and damages and the right of the LICENSOR to terminate this agreement immediately.

**Clause 12.4:** The transfer by the LICENSEE to any third party, in any way, of possession or ownership of any equipment on which the Software is installed, shall not imply assignment or transfer of the use license conferred upon it.

#### **THIRTEENTH CLAUSE: THE LIMITATION OF CONSEQUENTIAL DAMAGES**

**Clause 13.1:** This Software is distributed without any warranties of any kind. The risk of using this software is fully assumed by the LICENSEE.

**Clause 13.2:** At no time shall LICENSOR be liable for indirect, incidental, or consequential damages, including loss of work, income, profits, use, data, or other economic advantages, even if it is previously advised of the possibility of damage.

#### **FOURTEENTH CLAUSE: USE LICENSE TERM**

**Clause 14.1:** In the ANNUAL licensing, the license is valid for 1 (one) year, 365 days, from the purchase date. After this period, the LICENSEE can renew the annual period and make use normally, otherwise the access to Scriptcase will be denied. However, applications already published will not be affected.

**Clause 14.2:** In the case of LIFETIME/PERPETUAL LICENSE, the license has no expiration date.

#### **FIFTEENTH CLAUSE: UPGRADE POLICY / SOFTWARE UPDATE**

**Clause 15.1:** In the ANNUAL licensing, the license is valid for 1 (one) year, 365 days, from the purchase date. After this period, the LICENSEE can renew the annual period and make use normally, otherwise the access to Scriptcase will be denied. However, applications already published will not be affected.

**Clause 15.2:** In the case of ANNUAL licensing, LICENSOR provides corrective and evolutionary updates (new features) throughout the annual period.

**Clause 15.3:** For LIFETIME/PERPETUAL LICENSES, The LICENSEE pays once for a definitive license, receiving 365 days of updates. After these 365 days, optionally LICENSEE can renew the upgrade period for another year.

**Clause 15.4:** For LIFETIME/PERPETUAL LICENSES, LICENSOR provides corrective and evolutionary updates (new features) according to the Upgrades Policy and Product Life Cycle. New features could be minors (small implementations within the same version) or majors (new versions). In the case of new versions, the LICENSEE will receive a new perpetual license and new installation package if the upgrade period is active.

**Clause 15.5:** For LIFETIME/PERPETUAL LICENSES, corrective updates will be available for free during the Product Life Cycle. However, evolutionary upgrades (new features) are distributed if the upgrade period is active.

**Clause 15.6:** For LIFETIME/PERPETUAL LICENSES, the upgrade annual renewal could be acquired anytime, before the expiration day will cost 40% (of the current perpetual license price), and 60% after the expiration day (of the current perpetual license price). According to the Product Life Cycle. If the life-cycle has ended, LICENSEE will need to acquire a new license in order to use the latest versions.

**SINGLE PARAGRAPH: Product Life-Cycle**

VERSION	BEFORE V7	V7.x	V8.x
End of Life	ENDED	ENDED	ENDED
Deadline upgrade purchase	30/04/2020	30/04/2020	30/04/2020
Official support	ENDED	ENDED	ENDED
PHP security fixes	ENDED	ENDED	ENDED

- **End of life:**Deadline for the version of the software be discontinued, i.e., without official support, updates, or security fixes. Users of ended version should upgrade as soon as possible since they may be exposed to security vulnerabilities regarding on technological developments.
- **Right to purchase Upgrade:**Deadline where the software can be updated to the newer versions, depending on the upgrade policy (Clause 15.4). Once finished, customer should acquire a new license in order to use the latest version.E.g Upgrade from V8 to V9
- **Official support:**The right to use the manufacturer's technical support. Except for cases of project migration. E.g., Update a project from V8 to V9.
- **PHP security fixes:** It is related to the security support of the PHP version used. Visit the following website for more information, [PHP](#).

**Clause 15.7:** If this Software was purchased as an upgrade from an earlier version, this agreement supersedes previous agreements.

**SIXTEENTH CLAUSE: OF THE CLOSURE**

**Clause 16.1:** This agreement ends on the date of the first occurrence of any of the following events:

- a. End of term indicated in Clause fourteen, or

- b. At any time the licensee violates the terms of this agreement.

## **SEVENTEENTH CLAUSE: REGISTRATION OF THE LICENSE**

**Clause 17.1:** The Scriptcase is registered on a single computer and can be accessed using an HTTP browser from others.

**Clause 17.2:** The transfer license to another computer must be requested from the LICENSEE automatically through the "request for new installation" procedure, available in the client's account that can be accessed through the official website through the link:  
<https://www.scriptcase.net/user-login/>.

**Clause 17.3:** In case of formatting or machine exchange, the user can access the Scriptcase website through his login and password to request a new serial, a new key is released for registration and use of the tool and the previous one will be automatically canceled.

## **EIGHTEENTH CLAUSE: PRIVACY POLICY**

**Clause 18.1:** Our privacy policy explains what, how, and why we collect some information when you visit our website, or when you use Scriptcase and our services. It also explains the specific ways we use and disclose that information.

**Clause 18.2:** When you use Scriptcase Software, we collect your database driver information, your Scriptcase update date, the server's operating system where Scriptcase is installed and the IP address. We use this information to provide better services and to optimize your experience.

**Clause 18.3:** We take privacy very seriously, and we never sell or share lists, personal information, or email addresses.

**Clause 18.4:** We store data in reasonable locations and appropriate physical, electronic, and managerial procedures in a significant effort to help protect the information we collect. However, you should know that no company, including NetMake, can eliminate the security risks associated with the data. To help protect yourself, please use a strong password, do not use the same passwords that you use to access your Scriptcase accounts to access other accounts or services, and protect your user names and passwords to help prevent others access your accounts and services.

**SINGLE PARAGRAPH:** To access the complete document with our privacy policy, please visit:  
<https://www.scriptcase.net/about/privacy/>.

**Clause 18.5:** Our policy further explains what your choices are about how we use the information. Choices include how you can object to certain uses of information about you and how you can access and update the data. If you do not agree with our policy, please do not access our websites or use our services, or interact with any other aspect of our business.

**Clause 18.6:** If you have questions about our Privacy Policy, please contact us by email at [privacy@scriptcase.com.br](mailto:privacy@scriptcase.com.br). Our primary physical address: Av. Doutor José Augusto Moreira N. 900, SL-1104 Casa Caiada - Olinda - PE. CEP 53.130.410. Telephone contact details: (81) 4062-9300 or 0800-724-1053.

## **NINETEENTH CLAUSE: OF THE MISSING CASES**



**Clause 19.1:** The missing cases will be solved by the LICENSOR in agreement with the LICENSEE, utilizing a meeting of both for this purpose, and an additive term to this contract must be prepared and signed by the parts.

**TWENTIETH CLAUSE: INDEPENDENCE OF PROVISIONS**

**Clause 20.1:** If any contract clause is valid or not applicable to any competent court, such as other valid permanent clauses and in full force, such as invalidation, nullity or non-existence.

**TWENTY-FIRST CLAUSE: BINDING OF THE PARTIES**

**Clause 21.1:** The parties and those who come to integrate the social contract in the event of subsequent alteration, in any capacity and at any time, irreversibly and irrevocably, shall be bound by the obligations outlined in this contract.

**TWENTY-SECOND CLAUSE: OF THE FORUM**

**Clause 22.1:** The City of Recife-PE Forum is elected to resolve any doubts or controversies arising from the application or interpretation of the clauses contained in this agreement, renouncing the parties to any other, however privileged it may be.

**TWENTY-THIRD CLAUSE: OF THE ACCEPTANCE OF THIS AGREEMENT**

**Clause 23.1:** Finally, after the clauses provided for in the present contractual instrument have been agreed upon and the acceptance of said terms through electronic acceptance, the contracting will be consolidated, and this instrument will be fully valid.

Along these lines, by being fair and contracted, the parties sign this contract.

Last update on Mar 11, 2020.