

EXT.NET Software License Agreement

Version 7.4.0

THIS DOCUMENT IS A LEGAL AGREEMENT (the "License Agreement") BETWEEN OBJECT.NET, INC. ("We," "Us") AND

YOU OR THE ORGANIZATION ON WHOSE BEHALF YOU ARE UNDERTAKING THE LICENSE DESCRIBED BELOW ("You",

"Your") IN RELATION TO THE EXT.NET SOFTWARE LIBRARY(IES) (THE "Software"), IN BOTH SOURCE AND

OBJECT CODE FORM, AND/OR ALL RELATED MATERIALS.

BY DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU ACCEPT THE FOLLOWING TERMS

AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS OF THIS LICENSE AGREEMENT,

DO NOT PROCEED WITH THE DOWNLOADING, COPYING, INSTALLATION OR ANY OTHER USE OF THE SOFTWARE OR ANY

PORTION THEREOF AS YOU HAVE NO RIGHTS TO DO SO. THE SOFTWARE IS PROTECTED BY UNITED STATES

COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT LAWS, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND

TREATIES. THE SOFTWARE IS LICENSED, NOT SOLD.

THIS LICENSE AGREEMENT DESCRIBES YOUR RIGHTS AND RESTRICTIONS WITH RESPECT TO THE SOFTWARE AND

ITS COMPONENTS.

1. DEFINITIONS

"Application" means any software, application, or elements that Your Designated Users develop using

the Software or Modifications in accordance with this Agreement; provided that any such Application

(i) must have substantially different functionality than the Software, and (ii) must not allow any

third party to use the Software or Modifications, or any portion thereof, for software development

or application development purposes.

"Designated User" shall mean a single distinct person for whom You have purchased a license to use the Software, whether such person is an employee acting within the scope of their employment with You or Your consultant or contractor acting within the scope of the services they provide for You. A Designated User can be replaced with a new Designated User only after being a Designated User for a minimum of six (6) months.

"End User" means an end user of Your Application who acquires a license to such solely for their own internal use and not for distribution, resale, user interface design, or software development purposes.

"Modification" means: a) any addition to or deletion from the contents of a file included in the original Software or previous Modifications created by You, and/or b) any new file that leverages any part of the original Software or previous Modifications.

"Sample Code" means sample source code included with the Software and designated as "sample code,"

"samples," "sample application code," and/or "snippets," and/or found in directories labeled "samples", "learn", "examples" or "examples explorer".

2. LICENSE GRANT

Subject to the payment of the fee required, and subject to your compliance with all of the terms and conditions of this Agreement, We grant to You a revocable, non-exclusive, non-transferable and non-sublicensable license (i) for Designated User(s) to use the Software to create Modifications and Applications; (ii) for You to distribute the Software and/or Modifications to End Users solely as integrated into the Applications; and (iii) for End Users to use the Software as integrated into Your Applications in accordance with the terms of this Agreement.

In addition to the other terms contained herein, We grant to You a revocable, non-exclusive, non-transferable and non-sublicensable license to install and use the Software (the "Trial

License") strictly for Your internal evaluation and review purposes when accessed by <http://localhost> or <http://127.0.0.1> local address, and not for production purposes. You agree not to use a Trial License for any purpose other than determining whether to purchase a license to the Software. You are explicitly not permitted to distribute the Software to any user outside the Organization on whose behalf you have undertaken this license. We reserve the right to terminate Your Trial License at any time in Our absolute and sole discretion.

For any locations other than <http://localhost> or <http://127.0.0.1> the Software will display the message, 'This Software is Unlicensed' with a 'Buy License' link. If you wish to remove this message you are required to purchase an EXT.NET License; otherwise you must leave this message intact and not attempt to modify it in any way.

In addition to the other terms contained herein, in the event You have downloaded or received beta or pre-release versions of the Software (the "Beta Software") from Us, We grant to You a revocable, non-exclusive, non-transferable and non-sublicensable license to install and use the Beta Software strictly for Your internal evaluation and review purposes and not for production purposes (the "Beta License"). You are explicitly not permitted to distribute the Software to any user outside the Organization on whose behalf you have undertaken this license. Your rights to use the Beta Software will immediately terminate upon the earlier of (i) the expiration of the evaluation period established by Us, or (ii) such time that You purchase a license to a non-evaluation version of the Software. We reserve the right to terminate Your Beta License at any time in Our absolute and sole discretion.

YOU ACKNOWLEDGE THAT TRIAL AND/OR BETA SOFTWARE MIGHT PLACE WATERMARKS ON OUTPUT, CONTAIN LIMITED

FUNCTIONALITY, FUNCTION FOR A LIMITED PERIOD OF TIME, OR LIMIT THE FUNCTIONALITY OR TIME OF

FUNCTIONING OF ANY OUTPUT. ACCESS TO AND/OR USE OF ANY FILES OR OUTPUT CREATED WITH SUCH SOFTWARE

IS ENTIRELY AT YOUR OWN RISK. WE ARE LICENSING THE SOFTWARE ON AN "AS IS" BASIS AT YOUR OWN RISK

AND WE DISCLAIM ANY WARRANTY OR LIABILITY TO YOU OF ANY KIND.

You may modify the "Sample Code" solely for the purposes of designing, developing and testing Your own Applications. However, You are permitted to use, copy and redistribute Your modified Sample Code only if all of the following conditions are met: (a) You include Our copyright notice (if any) with Your Application, including every location in which any other copyright notice appears in such Application; and (b) You do not otherwise use Our name, logos or other of Our trademarks to market Your Application, unless otherwise agree by Us in writing.

3. OWNERSHIP

This is a license agreement and not an agreement for sale. We reserve ownership of all intellectual property rights inherent in or relating to the Software, which include, but are not limited to, all copyright, patent rights, all rights in relation to registered and unregistered trademarks (including service marks), confidential information (including trade secrets and know-how) and all rights other than those expressly granted by this Agreement.

We provide You with source code so that You can create Modifications and Applications. While You retain all rights to any original work authored by You as part of the Modifications, We continue to own all copyright and other intellectual property rights in the Software.

You must not remove, obscure or interfere with any copyright, acknowledgment, attribution, trademark, warning or disclaimer statement affixed to, incorporated in or otherwise applied in connection with the Software.

You will not owe Us any royalties for Your distribution of the Software in accordance with this Agreement.

4. PROHIBITED USES

You may not redistribute the Software or Modifications other than by including the Software or a portion thereof within Your Application. You may not redistribute the Software or Modifications as

part of any Application that can be described as a development toolkit or library, an application builder, a website builder or any Application that is intended for use by software, application, or website developers or designers. You may not redistribute any part of the Software documentation. You may not change or remove the copyright notice from any of the files included in the Software or Modifications.

UNDER NO CIRCUMSTANCES MAY YOU USE THE SOFTWARE FOR AN APPLICATION THAT IS INTENDED FOR SOFTWARE OR APPLICATION DEVELOPMENT PURPOSES.

UNDER NO CIRCUMSTANCES MAY YOU USE THE SOFTWARE (INCLUDING WITHOUT LIMITATION THE SOURCE CODE THEREOF) AS THE BASIS FOR OR IN CONNECTION WITH A PRODUCT THAT CONTAINS THE SAME, OR SUBSTANTIALLY THE SAME, FUNCTIONALITY AS THE SOFTWARE.

You are required to ensure that the Software is not reused by or with any applications other than those with which You distribute it as permitted herein. For example, if You install the Software on a customer's server, that customer is not permitted to use the Software independently of Your Application, and must be informed as such.

You are explicitly not allowed to use the Software together with a GPL licensed version of Ext JS.

5. TERMINATION

This Agreement and Your right to use the Software and Modifications will terminate immediately if You fail to comply with any of the terms and conditions of this Agreement. Upon termination, You agree to immediately cease using and destroy the Software or Modifications, including all accompanying documents. The provisions of sections 4, 5, 6, 7, 8, 9, and 11 will survive any termination of this Agreement.

6. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR RESELLERS DISCLAIM ALL WARRANTIES AND

CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE AND NON-INFRINGEMENT, WITH REGARD TO

THE SOFTWARE. WE DO NOT GUARANTEE THAT THE OPERATION OF THE SOFTWARE OR THE CODE IT PRODUCES WILL

BE UNINTERRUPTED OR ERROR-FREE, AND YOU ACKNOWLEDGE THAT IT IS NOT TECHNICALLY PRACTICABLE FOR US

TO DO SO.

7. LIMITATION OF LIABILITIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR RESELLERS BE LIABLE

UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES

WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS

INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LAW) ARISING OUT OF THE USE OF OR

INABILITY TO USE THE SOFTWARE OR THE CODE IT PRODUCES OR ANY OTHER SUBJECT MATTER RELATING TO THIS

AGREEMENT, EVEN IF WE OR OUR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY

CASE, OUR ENTIRE LIABILITY WITH RESPECT TO ANY SUBJECT MATTER RELATING TO THIS AGREEMENT SHALL BE

LIMITED TO THE GREATER OF (I) THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR (II) FIVE HUNDRED

DOLLARS (\$500).

8. PAYMENT AND TAXES

If credit has been extended to You by Us, all payments under this Agreement are due within thirty

(30) days of the date We mail an invoice to You. If We have not extended credit to You, You shall be required to make payment concurrent with the delivery of the Software by Us. Any value added tax, use tax, sales tax or similar tax ("Transaction Taxes") shall be your sole responsibility. Each party shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments); provided that You shall be responsible for all Transactions Taxes and shall pay or reimburse Us for the same upon invoice. Each party shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it, including original withholding tax certificates. Notwithstanding the foregoing, Software ordered through Our resellers is subject to the fees and payment terms set forth on the applicable reseller invoice.

9. MISCELLANEOUS

The license granted herein applies only to the version of the Software available when purchased in connection with the terms of this Agreement, and to any updates and/or upgrades to which you may be entitled. Any previous or subsequent license granted to You for use of the Software shall be governed by the terms and conditions of the agreement entered in connection with purchase or download of that version of the Software. You agree that you will comply with all applicable laws and regulations with respect to the Software, including without limitation all export and re-export control laws and regulations.

While redistributing the Software or Modifications thereof as part of Your Application, You may choose to offer acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this Agreement. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on our behalf. You shall indemnify Us and our resellers, or at Our option, defend Us and our resellers against any claim, suit or proceeding brought against Us or our resellers (i) arising by reason of Your accepting any such support, warranty, indemnity or additional liability; or (ii) arising out of the use, reproduction or distribution of Your Application, except to the extent such claim is solely based on the inclusion

of the Software therein. Further, You agree only to distribute the Software pursuant to an enforceable written agreement for Our benefit that includes all the limitations and restrictions of this Agreement and is as protective of Us and Software as is this Agreement. For clarity, You must purchase Designated User licenses for each contractor or consultant who uses the Software to create an Application on your behalf (including system integrators), whether or not such contractor or consultant has its own license to the Software.

You agree to be identified as a customer of ours and You agree that We may refer to You by name, trade name and trademark, if applicable, and may briefly describe Your business in our marketing materials and web site.

You may not assign or transfer this Agreement without Our prior written consent. This Agreement may be assigned by Us in whole or part and will inure to the benefit of Our successors and assigns. Notwithstanding the foregoing, in any instance in which You transfer ownership of an Application on a work for hire basis, You may assign licenses for the total Designated Users that have used the Software to develop said Application under this Agreement to another party (Assignee)

provided (i) you provide written notice to Us prior to the effective date of such assignment; and (ii) there is a written agreement, wherein the Assignee accepts the terms of this Agreement. Upon any such transfer, the Assignee may appoint new Designated Users.

You acknowledge that this Agreement is complete and is the exclusive representation of our agreement. No oral or written information given by Us, Our resellers, or otherwise on Our behalf shall create a warranty or collateral contract, or in any way increase the scope of this Agreement in any way, and You may not rely on any such oral or written information. No term or condition contained in any purchase order shall have any force or effect.

There are no implied licenses or other implied rights granted under this Agreement, and all rights, save for those expressly granted hereunder, shall remain with Us and our licensors. In addition, no licenses or immunities are granted to the combination of the Software and/or Modifications, as applicable, with any other software or hardware not delivered by Us or Our resellers to You under

this Agreement. Your rights under this Agreement apply only to Software, Modifications, and/or Applications for which all Designated Users are duly licensed hereunder.

If any provision in this Agreement shall be determined to be invalid, such provision shall be deemed omitted; the remainder of this Agreement shall continue in full force and effect. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

This Agreement may be modified only by a written instrument signed by an authorized representative

of each party. The failure of either party to enforce any provision of this Agreement may not be deemed a waiver of that or any other provision of this Agreement.

This Agreement is governed by the law of the Province of Alberta, Canada and all parties irrevocably submit to the jurisdiction of the courts of the Province of Alberta and further agree to commence any litigation which may arise hereunder in the courts located in the judicial district of Edmonton, Alberta, Canada.

If the Software or any related documentation is licensed to the U.S. Government or any agency thereof, it will be considered to be "commercial computer software" or "commercial computer software documentation," as those terms are used in 48 CFR § 12.212 or 48 CFR § 227.7202, and is being licensed with only those rights as are granted to all other licensees as set forth in this Agreement.

Copyright 2008-2023 Object.NET, Inc., All rights reserved.

Object.NET, Inc.

+1(888)775-5888

licensing@object.net

object.net