

End-User License Agreement For MESCIUS Documents Solutions Software

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I. THIS EULA

- 1. This EULA is a Legally Binding Agreement between You and MESCIUS.** By signifying Your acceptance of the terms of this EULA, You intend to be, and hereby are, legally bound to this EULA to the same extent as if MESCIUS and You physically signed this EULA. By installing, copying, or otherwise using the SOFTWARE, You agree to be bound by all the terms and conditions of this EULA. If You are acting as an agent of a company or another legal person, such as an officer or other employee acting for Your employer, then “You” and “Your” mean Your principal, the entity or other legal person for whom You are acting. However, importantly, even if You are acting as an agent for another, You may still be personally liable for violation of federal and State laws, such as copyright infringement.
- 2. If You do not agree to all of such terms and conditions, You may not install or use the SOFTWARE.** If You do not agree with any of the terms herewith and, for whatever reason, installation has begun or has been completed, You should cancel installation or un-install the SOFTWARE, as the case may be. Furthermore, You should promptly return the SOFTWARE to the place of business from which You obtained it in accordance with any return policies of such place of business.

II. DEFINITIONS

The following terms have the respective meanings as used in this EULA:

1. “Affiliate” means an entity, institution, or organization that is controlled by, or under common control with another entity, institution, or organization, with at least majority ownership.
2. “Application/Developed Software” means software products that are developed through or by the use of the SOFTWARE.
3. “Authorized User/Team Member” means You and Your employees and independent contractors (excluding any outsourcer, facilities management providers or application service provider.)
4. “Design-Time” means the time during which you create the application in the development environment.
5. “Developed Web Server Software” means those Developed Software products that reside logically or physically on at least one (1) Web Server and are operated (meaning the computer Software instruction set is carried out) by the Web Server’s central processing unit(s) (CPU).

6. "Developer Seat Basis" means that each Developer using or otherwise accessing the programmatic interface or the SOFTWARE must obtain the right to do so by purchasing a separate License.
7. "Developer" means a human being or any other automated device using the SOFTWARE in accordance with the terms and conditions of this EULA.
8. "Distribution Key" means the serial key assigned for the distribution of Your developed software.
9. "Documentation" means help files, samples, databases, and images; anything provided to You for use with or in conjunction with the SOFTWARE.
10. "Network Server Basis" means that you may perform a single install of the SOFTWARE for use in the development and deployment of a Web-based Application and/or Report Definition files on a single Network Server.
11. "Network Server" means a computer with one or more computer central processing units (CPU's) that operates for the purpose of serving other computers logically or physically connected to it, including, but not limited to, other computers connected to it on an internal network, intranet or the Internet.
12. "Object Code" set of instruction codes that is understood by a computer at the lowest hardware level.
13. "Online or Electronic Documentation" means data, data engines, images; updates and upgrades anything provided to You for use with or in conjunction with the SOFTWARE.
14. "Open Source Software" means open source components embedded in the SOFTWARE and provided under the associated license terms, including, but not limited to, the BSD license , MIT License, and Apache License, which can be found in the LICENSE.txt file provided with the SOFTWARE.
15. "Redistributable Files" means the SOFTWARE files or other portions of the SOFTWARE that are provided by MESCIUS and are identified as such in the Documentation for distribution by You with the Developed Software.
16. "Resellers and Distributors" means a MESCIUS authorized partner.
17. "Run-Time" means a time when You interact with the application the same way a user would. You can view code, but you cannot change it.
18. "Serial Key" means a set of unique characters associated with the activation of the SOFTWARE.
19. "Site" means the single physical location that corresponds to a single physical mailing address of the server, where Your developed software resides.
20. "SOFTWARE" shall include, to the extent provided by MESCIUS, (1) any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; (2) any revisions, updates and/or upgrades thereto; (3) anything in any form whatsoever intended to be used with or in conjunction therewith; and 4) any associated media, documentation (including physical, electronic and online) and printed materials (the "Documentation").
21. "Source Code" shall mean computer Software code or programs in human readable format, such as a printed listing of a program written in a high-level computer language. The term "Source Code" includes, but is not limited to, documents and materials in support of the development of the SOFTWARE, such as flow charts, pseudo code and program notes.

22. "Team" shall mean the development group comprised of five (5) or less developers that are licensed to use the SOFTWARE pursuant to the terms of this EULA.
23. "UPDATE" means a revision to the SOFTWARE or improvement to the functionality of the SOFTWARE, and may contain new features or enhancement.
24. "UPGRADE" means a subsequent version of the SOFTWARE that MESCIUS designates as a new release and makes commercially available.
25. "Web Server" means a type of Network Server that serves other computers which, are specifically connected to it through either an intranet or the Internet.

III. GRANT OF LICENSE AND LIMITATIONS

The following section applies to all individual software product types and versions referenced herein.

1. **General Grant.** Subject to the terms and conditions of this EULA, You are hereby granted a limited, royalty-free, non-exclusive right to install and use the SOFTWARE in a manner consistent with its documentation and the license purchased by You.
 - a. **Developer License.** Subject to the terms and conditions set forth in this EULA, You are granted a license to use the SOFTWARE and minor updates on a Developer Seat Basis for a perpetual term.

License to Develop. Subject to the terms and conditions of this EULA, You are licensed to perform an installation of the SOFTWARE for an unlimited use in designing, testing and creating Developed Software by a single Developer on one or more computers, each with a single set of input devices, so long as such computer/computers is/are used only by one (1) single Developer at one central location at any given time and not concurrently and, the user is the Primary User to whom the license has been granted. If MESCIUS or You determines that You have more Developers or more than one central location in use of the SOFTWARE than Developer Licenses purchased, You shall immediately pay MESCIUS the applicable fees to add the additional seats.

Limitations. You are not licensed to install or use the SOFTWARE at multiple sites. Moreover, You are not licensed to install or use the SOFTWARE on a computer that is a network server or a computer at which the SOFTWARE is used by more than one (1) Developer or at more than one (1) site. You are not licensed to add or transfer the SOFTWARE serial number to the computer where the Developed Software is installed. You are not licensed to network the SOFTWARE or any component part of it, where it is or may be used by more than one (1) Developer, unless You purchase an additional Developer License for each Developer. You must purchase an additional separate Developer License in order to add additional developer seats, whether the additional developers are accessing the SOFTWARE in a stand-alone environment or on a computer network.

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development purposes.

- b. Network Server License.** Subject to the terms and conditions of this EULA, you are licensed to use the SOFTWARE on a Network Server Basis.

License to Develop. You are licensed to install the SOFTWARE onto one (1) Network Server (as defined), and use the SOFTWARE to create and deploy Web-based Applications and/or Report Definition files on one (1) Network Server. You are licensed to either: (a) copy the SOFTWARE solely for backup or archival purposes; or (b) install the SOFTWARE on a single Network Server, provided you keep the original solely for backup or archival purposes.

License to Deploy. You are licensed to create or deploy Web-based Applications and/or Report Definition files in more than one Network Server, you must purchase one (1) additional SOFTWARE license for each additional Network Server.

Limitations. You are not licensed to directly or indirectly: (i) sell, lease, redistribute or transfer any of the Licensed SOFTWARE and Documentation; (ii) modify, translate, reverse engineer (except to the limited extent permitted by law), decompile, disassemble, create derivative works based on, sublicense, or distribute any of the Licensed SOFTWARE and/or Documentation; (iii) rent or lease any rights in or to any of the Licensed SOFTWARE and/or Documentation in any form to any person; (iv) use any Licensed SOFTWARE and/or Documentation for the benefit of any third parties in any way; (v) remove, alter or obscure any proprietary or copyright notice, labels, or marks on or within the Licensed SOFTWARE and/or Documentation or any copies thereof; or (vi) disable or circumvent any access control or related security measure, process or procedure established with respect to the Licensed SOFTWARE and/or Documentation or any other part thereof. You are solely responsible for all use made of the SOFTWARE, any downloads, installations and other usage of the SOFTWARE and Documentation as well as for the compliance with the terms of this Agreement.

- c. Source Code License.** Subject to the terms and conditions of this EULA, if You separately acquire a Source Code License, You are licensed to use the Source Code (“SOFTWARE”). A separate Source Code License is also required for each of Your Affiliates using the SOFTWARE

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- 2. LICENSE PROHIBITED USE.** Subject to the terms and conditions of this EULA, You are hereby expressly prohibited from the use of the SOFTWARE in the following manner:
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 - iii. MESCIUS might require proof of compliance regarding your use of the SOFTWARE with the terms of this EULA.
 - iv. You represent and warrant that you will use the SOFTWARE strictly in compliance with all applicable laws, regulations, and industry standards. Without limiting the generality

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- ii. Upon completion of the Evaluation Period, You shall either i) delete the SOFTWARE from the computer containing the installation, or You may ii) obtain a paid license of the SOFTWARE from MESCIUS or any of its resellers or distributors; and;
- iii. Any Software developed with the Evaluation License may not be distributed or used for any commercial purpose.

5. SERIAL KEY. Notwithstanding anything in this EULA to the contrary, along with Your license, You may be issued a unique serial number (the “Serial Key”) for the activation of the SOFTWARE.

The Serial Number is subject to the restrictions set forth in this EULA and may not be disclosed or distributed either with Your Developed Software or in any other way. The disclosure or distribution of the Serial Number constitutes a breach of this EULA, the effect of which shall be the immediate termination and revocation of all the rights granted herein.

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The return option to MESCIUS is only available to the original purchaser of the unused SOFTWARE. To return the SOFTWARE directly to MESCIUS, You must first request to return the SOFTWARE within thirty (30) days from the date of purchase. Secondly, you must receive a Return Authorization Number from MESCIUS and return to MESCIUS the SOFTWARE purchased.

To return the SOFTWARE to your reseller/or distributor, You must comply with the return policies of Your supplier as You agreed at the point of purchase. If the place of business from which You purchased the SOFTWARE does not honor a full refund for a period of thirty (30) days from the date of purchase, You may then return the SOFTWARE directly to MESCIUS for a refund provided that such return is authorized within the same thirty (30) day time period.

All source code sales are final. Due to the nature of Source Code sales MESCIUS return policies do not apply.

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VIII. WARRANTIES AND REMEDIES

- 1. Limited Warranty.** MESCIUS warrants that: (i) it has the full power to enter into this Agreement and grant the license rights set forth herein; (ii) it has not granted and will not grant any rights in the SOFTWARE to any third party which grant is inconsistent with the rights granted to You in this Agreement; and (iii) the SOFTWARE does not and will not infringe any trade secret, copyright, trademark or other proprietary right held by any third party and does not infringe any patent held by any third party. EXCEPT AS OTHERWISE PROVIDED IN THE PRECEDING SENTENCE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MESCIUS EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE, DOCUMENTATION AND ANYTHING ELSE PROVIDED BY MESCIUS HEREBY AND MESCIUS PROVIDES THE SAME IN "AS IS" CONDITION WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

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4. **STATUTE OF LIMITATIONS.** You agree that any action in relation to an alleged breach of this EULA shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.
5. **YOU INDEMNIFY MESCIUS.** You agree to indemnify, hold harmless, and defend MESCIUS and its suppliers and resellers from and against any and all claims or lawsuits, including attorney’s fees, which arise out of or result from Your distribution of Your Developed Software, Your Developed Web Server Software or from Your breach of any of the terms and conditions of this EULA.
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