

End-User License Agreement For MESCIUS Spread.NET/COM Software

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- 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.
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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. "Pipeline" means an automated build process, workflow, or orchestration sequence that integrates the SOFTWARE as part of a continuous integration, data processing, or automation environment
17. "Resellers and Distributors" means a MESCIUS authorized partner.
18. "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.
19. "Serial Key" means a set of unique characters associated with the activation of the SOFTWARE.
20. "Site" means the single physical location that corresponds to a single physical mailing address of the server, where Your developed software resides.
21. "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").
22. "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.

23. “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.
24. “UPDATE” means a revision to the SOFTWARE or improvement to the functionality of the SOFTWARE, and may contain new features or enhancement.
25. “UPGRADE” means a subsequent version of the SOFTWARE that MESCIUS designates as a new release and makes commercially available.
26. “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

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- iii. The Pipeline License does not replace the Standard Developer License. Each developer using SOFTWARE must have a separate Standard Developer License or Plugin Developer License to develop with the SOFTWARE at Design-Time.

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 - a. Training, fine-tuning, or improving any artificial intelligence, machine learning, or similar automated system; or
 - b. Transforming, translating, reverse engineering, or converting the Source Code into another programming language, format, platform, or derivative form through the use of artificial intelligence tools or otherwise.
- v. **No Derivative Works via AI**
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The SOFTWARE includes the following software components which You may use under the license to create Your Developed Software or Developed Web Server Software that are: (i) FPSPR80.OCX, (ii) FPSPRU80.OCX, (iii) SPR32D80.DLL, (iv) SPR32DU80.DLL, (v) SPR64D80.DLL, (vi) SPR64DU80.DLL, (vii) SPRIA64D80.DLL, (viii) SPRIA64DU80.DLL, (ix) FARPOINT.SPREAD8DLL32.EXCEL2007.DLL, (x) FARPOINT.SPREAD8UDLL32.EXCEL2007.DLL, (xi) FARPOINT.SPREAD8DLL64.EXCEL2007.DLL, (xii) FARPOINT.SPREAD

8UDLL64.EXCEL2007.DLL, (xiii) FARPOINT.SPREAD8DLLIA64.EXCEL2007.DLL, (xiv) FARPOINT.SPREAD8UDLLIA64.EXCEL2007.DLL, (xv) FPIMAGE. DLL.

- ii. **Spread for Windows Forms.** Subject to the terms and conditions set forth in this EULA, the SOFTWARE is licensed as a Standard Developer License, in which case, You are licensed to use the components of the SOFTWARE to create your developed software product or developed web server: (i)FarPoint.Win.Spread.FpSpread, (ii) FarPoint.Win.Spread.FormulaTextBox, (iii) FarPoint. Win.Chart.FpChart,(iv) FarPoint.Win.Spread.Design.FpSpreadDesigner, (v) FarPoint. Win.Spread.Formula Provider, (vi) FarPoint.Win.Spread.NameBox.

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- iv. **Spread.NET.** Subject to the terms and conditions set forth in this EULA, the SOFTWARE is licensed as a Standard Developer License; in which case, You are licensed to use the SOFTWARE in accordance with the specified terms referenced above for a Standard Developer License. The SOFTWARE includes the Software components found in Spread for Windows Forms, Spread for ASP.NET, and Spread WPF.

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2. **Limited Remedy.** MESCIUS PROVIDES NO REMEDIES OR WARRANTIES APPLICATION CODE, REDISTRIBUTABLE FILES, TRIAL VERSION AND THE NOT FOR RESALE VERSION OF THE SOFTWARE. ANY SAMPLE APPLICATION CODE, TRIAL VERSION AND THE NOT FOR RESALE VERSION OF THE SOFTWARE ARE PROVIDED “AS IS”.

MESCIUS’s entire liability and Your exclusive remedy under this EULA shall be, at MESCIUS’s sole option, either (a) return of the price paid for the SOFTWARE; (b) repair the SOFTWARE through updates distributed online or otherwise in MESCIUS’s discretion; or (c) replace the SOFTWARE with SOFTWARE that substantially performs as described in the SOFTWARE documentation, provided that You return the SOFTWARE in the same manner as provided in Section I.2 for return of the SOFTWARE for non-acceptance of this EULA. Any media for any repaired or replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. The cessation of functionality resulting from an expired Subscription License shall not be considered a defect and is not

covered by any warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MESCIUS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF MESCIUS 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 IN CERTAIN CASES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IX. MISCELLANEOUS

1. **ENTIRE AGREEMENT.** This EULA (including any addendum to this EULA included with the SOFTWARE) is the final, complete and exclusive statement of the entire agreement between You and MESCIUS relating to the SOFTWARE. This EULA supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of this EULA, whether oral or written. No terms or conditions, other than those contained herein, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing executed between the parties, or by other non-oral manner of agreement whereby the parties objectively and definitively act in a manner to be bound (such as by continuing with an installation of the SOFTWARE, etc.). Employees, agents and other representatives of MESCIUS are not permitted to orally modify this EULA.
2. **TERMINATION.** Without prejudice to any other rights it may have, MESCIUS may terminate this EULA and the Licenses if You fail to comply with the terms and conditions contained herein. In such an event, You must destroy all copies of the SOFTWARE and all of its component parts. For Subscription Licenses, all rights automatically terminate upon expiration if not renewed.
3. **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.
4. **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.
5. **ASSIGNMENT.** MESCIUS may assign or transfer this EULA or any of its rights or obligations hereunder to an entity which directly or indirectly controls, is controlled by, or is under common control with, MESCIUS.
6. **INTERPRETATION OF THIS EULA.** If for any reason a court of competent jurisdiction finds any provision of this EULA, or any portion thereof, to be unenforceable, that provision of this EULA will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this EULA will continue in full force and effect. Formatives of defined terms shall have the same meaning of the defined term. Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision. Except as otherwise required or superseded by law, this EULA is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. The parties' consent to the personal jurisdiction and venue of the Commonwealth of Pennsylvania,

in the County of Allegheny, and agree that any legal proceedings arising out of this EULA shall be conducted solely in such State. The application of the U.N. Convention of Contracts for the International Sale of Goods is expressly excluded. The original version of this EULA is the English language version. Any discrepancy or conflict that may arise between the English version of this EULA and those written in any other language shall be resolved and interpreted with reference to the English version, which will always control.