

## END USER LICENSE AGREEMENT FOR DATAFLEX SOFTWARE PRODUCTS

**Software Products:** DataFlex Studio; DataFlex Studio Personal; DataFlex Windows Client; DataFlex Web Client; DataFlex Win/Web Combo, DataFlex WebApp Server; DataFlex SPLF Server.

**IMPORTANT - READ CAREFULLY:** This End User License Agreement (EULA) is a binding legal agreement between You and Data Access Europe ("DAE" or "us") that defines your entitlements, obligations, limitations and other terms and conditions upon which you may use the Software Products. Subject to an Agreement with Data Access Corporation (DAC), DAE is the developer and exclusive worldwide licensor for the Software Products identified above, which includes computer software and associated media, and may include "online", electronic or printed documentation and associated materials. By accepting this agreement, installing, copying, or using a Software Product or any part thereof, 1) you warrant that you have the authority to enter into this EULA and to be legally bound by its terms and conditions, the limited warranties, limitations of liability and restrictions herein and 2) subject to the Privacy Policy defined below, you consent to the collection and transmission of information during activation and use of the Software Product(s). If you do not accept and agree to all terms, conditions, obligations and restrictions of this EULA, you are not authorized to install or use the Software Product(s).

### DEFINITIONS

For the purposes of this License Agreement, the following definitions apply:

"Application Software" – A compiled End-User application software program developed with the proprietary DataFlex language and/or DataFlex Studio and any of its components, resources or libraries.

"Business" - A Business is an individual person or a legal entity operating as any form of business, proprietorship, partnership, corporation, organization, school, institution, government agency, non-governmental organization, for-profit or not-for-profit entity of any kind whatsoever.

"DataFlex Security, Performance, Load Balancing and Failover (SPLF) Server" – Proprietary DataFlex server software the purpose of which is to enhance the security and performance of one or more DataFlex WebApp application servers while also providing load balancing and failover benefits.

"DataFlex Web Client" – a user counted license to use the DataFlex WebApp Server as defined herein.

"DataFlex WebApp Server" – Proprietary DataFlex server software, the presence of which is required for the execution and use of web, mobile or other forms of internet, intranet, web services or other internet-based Application Software.

"DataFlex Windows Client" – Proprietary user counted DataFlex software, the presence of which is required for the execution and use of Windows Desktop Application Software.

"DataFlex Windows/Web Combo Client" – The inseparable combination of a DataFlex Windows Client and a DataFlex Web Client licensed as a single Software Product.

"End User" – A person who uses Application Software and its required Software Product(s).

"Named End User" – A specific, individual, named person that uses Application Software and its required Software Product(s). Each Named End User must be included in compliance tests for the Number of Named End Users licensed for a particular Software Product.

"Number of End Users" / "Number of Named End Users" – The count of the total number of End Users or Named End Users licensed to use a Software Product under the terms and conditions of this EULA.

"Number of Web Applications" – The number of web, mobile or internet Application Software programs licensed for use on a DataFlex WebApp Server. To determine the Number of Web Applications licensed on

a server instance, visit: [www.dataaccess.eu/pricing](http://www.dataaccess.eu/pricing)..

Privacy Policy – Your privacy is important to us. DAE publishes a Privacy Policy ([www.dataaccess.com/privacy](http://www.dataaccess.com/privacy)) that defines how we collect, use, share and protect information. Features in some Software Products send information to or receive information from us during product activation or use. All such collection, sending and receiving of information is performed according to DAE’s published Privacy Policy.

“Private Person” - A Private Person is a private, individual person not acting as or on behalf of a public or private business, organization, school, for-profit or not-for-profit entity of any kind whatsoever.

“Server Instance” – A network operating system environment installed a) directly on a physical hardware server or b) on a virtual server, including a “cloud” server instance, that is configured to share resources among multiple End Users’ computers or devices that are connected to it. Non-running, stored virtual Server Instances require licenses as defined in the Software Product Price List or Product Information Document. A specific connection technology is not consequential to the definition of a Server Instance; the existence of multiple End User device connections and the sharing of resources are the essence of a Server Instance for the purposes of this EULA. For licensing purposes, every installation of a Software Product on any Server Instance requires an individual, unique, Software Product serial number and registration code even if multiple virtual Server Instances are installed on the same physical hardware server.

## **SOFTWARE PRODUCT LICENSE**

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### **1. GRANT OF LICENSE FOR DATAFLEX STUDIO**

DataFlex Studio is used to create Application Software

1.1 SINGLE USER COMMERCIAL LICENSE FOR DATAFLEX STUDIO: You may install DataFlex Studio on any computer or server instance on which you develop or test Application Software provided that You use DataFlex Studio on only one computer at a time. You may not share or otherwise allow another person to use your DataFlex Studio license, or a DataFlex Studio license designated solely for your use. You may use DataFlex Studio to design, write, compile and test Application Software.

1.1.1 A DataFlex Studio license includes a three-user DataFlex Windows/Web Combo License defined below to deploy Application Software solely within your Business. The three-user Windows/ Web Combo license included with a DataFlex Studio license may not be deployed to or used by any third party. More than three Application Software End Users in your Business requires the purchase of additional deployment licenses.

1.1.2 You may distribute to third parties compiled Application Software you create with DataFlex Studio if you purchase for the End Users or the End User Business purchases licenses for the DataFlex Windows Clients, DataFlex Web Clients or DataFlex WebApp Server(s) as appropriate to the requirements of your Application Software.

1.1.3 The License for DataFlex Studio includes entitlement to deploy and use a limited functionality DataFlex WebApp Testing Server (“Testing Server”) solely for development and testing use; production deployment and/or use of the Testing Server is not licensed. You may install the DataFlex WebApp Testing Server on a Server Instance accessible by End User testers to assess the quality and suitability for production use of your Application Software. The number of End User testers that access the Testing Server is not restricted. You are responsible for the limited, correct, and compliant use of the Testing Server and the purchase of Web Clients or WebApp Servers for post-testing, production Application Software

deployment and use.

1.1.4 A Business may designate one named person to use DataFlex Studio license per serial number and registration code. The designation of a named person to exercise the licensed rights and entitlements of the Studio license does not create a separate, additional, private-use license for the designated user; licensee rights and responsibilities are non-transferrable and remain in the Business.

1.1.5 A Business may install and use DataFlex Studio as an “Evaluation License” as defined below.

1.1.6 Solely with respect to electronic documents included with the Software Product, You may make copies (either in hardcopy or electronic form), provided that such copies are only for your use with the Software Product and are not republished or distributed to any third party.

1.2 SINGLE USER PERSONAL LICENSE FOR DATAFLEX STUDIO - a no cost edition of DataFlex Studio licensed for the specific, limited uses defined below:

1.2.1 Personal use – a free license for a Private Person to install and use DataFlex Studio Personal on one computer of which he/she is the primary user to create Application Software for private, personal, non-commercial use. Use of DataFlex Studio Personal is prohibited if such use is in any form or manner associated with a commercial or financial relationship including professional service or consulting fees, voluntary payments or donations or in-kind exchange of goods or services between the Application Software’s developer and its End User(s).

1.2.2 Extended Evaluation use - a Business may install a free DataFlex Studio Personal on one computer to extend the term of a DataFlex Studio Evaluation License as defined below provided that the Business makes no commercial, production use whatsoever of Application Software created with DF Studio Personal.

1.2.3 High school, secondary school, college, or university students may use DataFlex Studio Personal in classroom learning environments of not-for-profit educational institutions provided that each student acquires his/her own DataFlex Studio Personal license, serial number and registration code and otherwise abides by the terms and conditions of the Personal license. Administrative use of DataFlex Studio Personal by educational institutions is prohibited.

1.2.4 DataFlex Studio Personal includes a three-user Windows Client Engine License with Connectivity Kit for use by personal, non-commercial end users. You may distribute to third parties Application Software You create solely for their personal, non-commercial use.

1.2.5 DataFlex Studio Personal includes a limited functionality DataFlex WebApp Server. You may install and use the included DataFlex WebApp Server on one Server Instance accessible to third parties via the internet provided that your Application Software is strictly for personal, non-commercial use. You may not distribute the DataFlex Studio Personal Web Application Server to third parties in any form or manner whatsoever.

If you have questions about the appropriate use of DataFlex Studio Personal, contact [info@dataaccess.eu](mailto:info@dataaccess.eu).

## **2. GRANT OF LICENSE FOR DATAFLEX DEPLOYMENT SOFTWARE PRODUCTS**

2.1 COMMERCIAL LICENSE FOR DATAFLEX WINDOWS CLIENT: DataFlex Windows Clients are required to deploy and execute desktop Microsoft Windows Application Software. This license entitles you to install and use a DataFlex Windows Client on Your Business’s Personal Computers or one Server Instance provided that no more than the licensed Number of End Users use the Software Product. The DataFlex Windows Client is licensed solely for the execution of Windows desktop Application Software. The DataFlex Windows Client is not licensed for any form of use in which non-DataFlex programs or

processes or third-party products requests and/or responses originate over the Internet or where data is served by the DataFlex Windows Client over the Internet. Notwithstanding the foregoing, the use of Microsoft Windows Remote Desktop Services, Citrix Virtual Apps and Desktop and similar remote desktop application environments that enable End Users to remotely access Windows desktop Application Software over the internet is licensed.

**2.2 COMMERCIAL LICENSE FOR DATAFLEX WEB CLIENT:** DataFlex Web Clients are required to deploy and execute internet-based Application Software on desktop web browsers and mobile devices. This license entitles a specific Number of Named End Users to access and use web Application Software on a DataFlex WebApp Server. Web Client licenses may not be shared among End Users – each Named End User of the web Application Software must have an individually assigned Web Client license. In its sole discretion, DAE may grant licenses for multiple instances of DataFlex WebApp Server to support a large Numbers of Named End Users. Each installed DataFlex WebApp Server used with DataFlex Web Clients must have a unique serial number and registration code provided by DAE. Contact DAE to request additional DataFlex WebApp Server licenses for high-demand Web Client environments.

**2.3 COMMERCIAL LICENSE FOR DATAFLEX WINDOWS/WEB COMBO CLIENT:** The DataFlex Windows/Web Combo Client license is an entitlement for a defined Number of Named End Users to use both a Windows Client and a Web Client according to their respective license definitions, entitlements and limitations. Windows/Web Combo Clients may not be shared among users – each End User must be uniquely named and must have an individually assigned Combo Client license. Windows/Web Combo Client Licenses are inseparable and may not be “unbundled” to enable the licenses to be used by different End Users.

**2.4 COMMERCIAL LICENSE FOR DATAFLEX COUNTED WEB APPLICATIONS:** The license for counted Web Applications entitles You to install a DataFlex WebApp Server on one Server Instance to execute the licensed Number of Applications. The Number of Web Applications installed on a DataFlex WebApp Server must not exceed the Number of Web Applications licensed on your Software Product invoice.

**2.4.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS LICENSE AGREEMENT, A DATAFLEX COUNTED WEB APPLICATION LICENSE DOES NOT INCLUDE ENTITLEMENT TO HOST, OPERATE OR OFFER MULTI-TENANT “SOFTWARE AS A SERVICE” (SAAS) WEB APPLICATION SOFTWARE WHERE END USERS PAY RECURRING FEES TO USE HOSTED WEB APPLICATIONS OR THE SERVICES OF SUCH APPLICATIONS. SAAS LICENSING TERMS, CONDITIONS AND PRICING ARE AVAILABLE. CONTACT DAE OR YOUR DATA ACCESS CHANNEL PARTNER FOR DETAILS.** DataFlex Application Counted Web Application Servers licensed to individual end user customers can be used to deploy your Web Application Software licensed as SaaS.

**2.5 COMMERCIAL DATAFLEX SPLF SERVER CONNECTION LICENSE –** The DataFlex SPLF Server Connection License is an add-on entitlement for a DataFlex WebApp Server. The license entitles a DataFlex WebApp Server to connect to the security, performance, load balancing and failover resources of an SPLF server. Each WebApp application server connected to an SPLF Server requires its own SPLF Server Connection License.

To increase the Number of End Users, Number of Named End Users or Number of Applications contact your Application Software’s developer, a Data Access Channel Partner or DAE.

### **3. SOFTWARE PRODUCT EVALUATION LICENSES**

**3.1** An “EVALUATION LICENSE” grants You entitlement to install and use a particular Software Product for sixty days on one computer of which You are the primary user solely to evaluate the Software Product’s suitability for Your requirements. You may not deploy or otherwise distribute to third parties Application Software you create with an Evaluation License except when providing the results of your work to others directly involved in the evaluation process. For testing and evaluation only, you may install and

use a DataFlex WebApp Testing Server as defined above.

3.1.1 DataFlex Evaluation Licenses may be extended once for an additional sixty days via a dialog displayed on-screen at the end of the initial evaluation period.

3.1.2 NOTICE: DataFlex Personal and Evaluation Licenses may have specifications that vary from released commercial Software Product licenses purchased at retail and may have internal controls that cause them to cease to operate after a certain date. Your license to use a Personal or Evaluation License expires on the first to occur of the following: a date defined in this EULA or otherwise in writing by DAE or the action of an internal control that causes operation of the Software Product to cease. You accept full responsibility to know and understand the limits of your License and to ensure that the terms and conditions of the license, its specifications and time limitations, if any, are appropriate to your use of the Software Product.

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6.6 DataFlex Studio and DataFlex Studio Personal include the DataFlex Reports Demo Runtime solely for the purpose of executing demonstration reports in sample applications. The DataFlex Reports Demo Runtime is subject to the same terms and conditions, restrictions, and limitations as the DataFlex Studio with which it is installed and may not be extracted as a stand-alone component for use with your Application Software. Use of the DataFlex Reports Demo Runtime other than to execute demonstration reports is a violation of this EULA and is NOT licensed hereunder.

## **7. TERMS AND CONDITIONS FOR APPLICATION SOFTWARE**

7.1 DAE makes no claims upon Application Software you create. Subject to the provisions and limitations of this EULA, you may distribute DataFlex Deployment Software Products with Application Software you create if you purchase a valid license for each End User of your Application Software or for the Number of Applications installed on a DataFlex WebApp Server. If you do not distribute DataFlex Deployment Software Products with your Application Software, your End Users must purchase the required Deployment Software Product.

7.2 You further confirm and agree that your Application Software bears your valid copyright notice and the words "Portions Copyright Data Access Corporation" in the same location, type size and style as your copyright notice.

7.3 You understand and agree that neither DAC nor DAE make any representations or provide any warranty of any kind whatsoever for your Application Software. You accept full responsibility for all aspects of your Application Software including but not limited to its specification, design, implementation, operation, function, support and maintenance. You agree that neither DAC nor DAE nor their partners, affiliates, officers, directors, representatives, employees, or shareholders have or shall have any responsibilities or liabilities whatsoever to End Users of your Application Software.

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8.1 By installing and using any Software Product accompanied by this EULA, You agree that the terms and conditions of this EULA replace and supersede the terms and conditions of any prior License Agreement or EULA applicable to prior revisions of the Software Products still in use by the licensee.

## **9. TERMINATION.**

9.1 This EULA terminates automatically upon your failure to comply with its terms or conditions. Without prejudice to any other rights, DAE may terminate this EULA immediately if you fail to comply with the terms and conditions hereof. In the event of termination, you agree to immediately cease all use of the Software Products, to cease use and/or distribution of Application Software created with the Software Products licensed herein and to destroy all copies of the Software Products in your possession.

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12.2 All fees and payments due to DAE shall be exclusive of foreign, state and local use, sales, property, internet and electronic commerce taxes, whether current or future. You agree to pay all such taxes.

12.3 This EULA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA. The courts of The Hague, the Netherlands, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this EULA (including any non-contractual disputes or claims), provided that DAE may apply for injunctive or other urgent or equitable relief in any court of competent jurisdiction, wherever located.

12.4 If you have any questions concerning this EULA, or if you desire to contact Data Access Europe for any reason, please email [info@dataaccess.eu](mailto:info@dataaccess.eu) or write to: Data Access Europe, Lansinkesweg 4, 7553AE, Hengelo, The Netherlands.

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