

ABSOFTE Corporation Software License Agreement

IMPORTANT - READ THIS ENTIRE LICENSE AGREEMENT BEFORE COPYING, DOWNLOADING, INSTALLING OR USING ANY SOFTWARE OR PRODUCTS FROM ABSOFT.

Please do not break the package seal or copy, download, install, or use the Products provided under this license agreement (Agreement), until you have carefully read the terms and conditions contained herein.

By breaking the package seal, downloading, copying, installing, or otherwise using the Products, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not copy, download, install, or use the Products and return any physical package or media UNOPENED to the place of purchase for refund. Due to their nature there are no refunds for electronically obtained products.

LICENSE DEFINITIONS. Products. are defined as the software, documentation, license key codes and other materials, including any updates and upgrade thereto, that are provided to you under this Agreement by Absoft Corporation (Absoft).

LICENSE RESTRICTIONS. If you receive your first copy of the Products electronically, and a second copy on media, then you may use the second copy only in accordance with your applicable license stated in this Agreement, or for backup or archival purposes. You may not provide the second copy to another user. You may not: (i) use or copy the Products except as provided in this Agreement; (ii) rent or lease the Products to any third party; (iii) assign this Agreement or transfer the Products without the express written consent of Absoft; (iv) modify, adapt, or translate the Products in whole or in part except as provided in this Agreement; (v) reverse engineer, de-compile, or disassemble the Products; (vi) attempt to modify or tamper with the normal function of a license manager that regulates usage of the Products; or (vii) distribute, sublicense or transfer the source code from of any components of the Products and derivatives thereof to any third party except as provided in this Agreement.

The type of license you purchased from Absoft determines the terms of your license. The varieties of license terms are set forth below. Only one set of license terms (a)-(e) applies to your purchase. For more information on the types of licenses, please visit www.absoft.com or contact Absoft via sales@absoft.com. in all other cases. If you are an entity, Absoft grants you the right to designate one individual within your organization, designated .Owner,. to have the sole right to use the Products in the manner provided above. Multiple users require multiple licenses.

a. EVALUATION LICENSE: Absoft grants you a non-exclusive, individual license to use the Products only for internal evaluation purposes and only for the term of the evaluation time period. You may install copies of the Products on multiple computers provided that you are the only individual using the Products and only one copy of the Products is in use at any one time. Notwithstanding anything to the contrary elsewhere in this agreement, holders of EVALUATION LICENSES may not distribute or redistribute any portion of the Products, or any applications or software developed with the Products. The Products may only be used for evaluation purposes and only during the term of the evaluation period (i.e. while the evaluation license key is valid).

b. SINGLE-USER (END-USER) LICENSE: If you are using the Products under the control of a SINGLE USER LICENSE, you as an individual may install and use the Products on your personal home computer and your office computer provided that you are the only individual using the Products and only one copy of the Products is in use at any one time. A separate license is required for each additional use and/or individual user

c. FLOATING NETWORK LICENSE: Applies to single operating system environments: If you are using the Products under the control of a FLOATING NETWORK LICENSE, (a) you may install the Products on a single designated machine which can be accessed by multiple users on the same local network (b) the licenses can be moved to another single machine (i.e. float) but the use of the Products will be restricted to use by no more than the authorized number of concurrent users. A separate license is required for each additional concurrent user and/or network by/on which the Products are used.

d. FLOATING MaxFlex LICENSE: Applies to mixed operating environments (i.e. Linux/Windows/Macintosh): If you are using the Products under the control of a MaxFlex LICENSE, (a) you may install different versions of the Products for multiple platforms (i.e. Windows, Macintosh, Linux) on a single designated server which can be accessed by multiple computers and users on the same local network in the same local geographic region (b) use of any of the Products will be restricted to use by no more than the authorized number of concurrent users. However, the Products can be accessed in any mixed combination of platform versions up to the designated number of concurrent users and licensed platforms. A separate license is required for each additional concurrent user, platform and/or network on which the Products are used.

e. CLUSTER LICENSE: A CLUSTER LICENSE allows you to use the Product (s) on one Cluster. A Cluster is a set of single- or multi-processor computers, configured to serve one set of users. Each Cluster License or set of Cluster Licenses is issued for one Cluster of physically co-located computers. Cluster licenses are restricted to use for development and debugging on no more than the number of concurrent processes, processors, and/or users on the system as determined when the CLUSTER LICENSE was purchased from Absoft. A CLUSTER LICENSE does not restrict in any way the runtime deployment configuration in terms of number of simultaneous processes, processors, and/or users.

REDISTRIBUTION OF COMPILED APPLICATIONS. Upon execution of a copy of the Absoft Runtime Redistribution License, registered Absoft users can redistribute applications created with purchased copies of Absoft authored Products without charge. A complete copy of the Absoft Runtime Redistribution License can be viewed at www.absoft.com.

COPYRIGHT - The Products are copyrighted. You may make one copy of the Products for back-up purposes only, provided the Absoft copyright notice is included on the back-up copy, and the back-up copy is not installed on any other computer. You agree to use reasonable efforts to prevent unauthorized copying of the Products. THE PRODUCTS MAY NOT BE RENTED, LEASED, COPIED, MODIFIED, OR TRANSFERRED EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

LIMITED WARRANTY - ABSOFT and its LICENSORS warrant that the media on which the Products are supplied shall be free from defects in materials and workmanship under normal use for a period of 90 days from the date of purchase. Absoft's and its Licensor's entire liability and your exclusive remedy under this warranty shall be replacement of the defective media when returned to Absoft accompanied by a copy of the original sales receipt. Absoft shall have no obligation to replace the media if Absoft determines failure has resulted from accident, abuse, or neglect.

EXCLUSION OF WARRANTIES AND LIMITATION OF DAMAGES - THE PRODUCTS AND DOCUMENTATION ARE PROVIDED .AS IS., AND ABSOFT AND ITS LICENSORS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES (EXCEPT THE LIMITED WARRANTY ON MEDIA STATED ABOVE), INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. ABSOFT AND ITS LICENSORS DO NOT WARRANT THAT THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR THE SELECTION OF THE PRODUCTS AND FOR THE INSTALLATION, USE, AND RESULTS OBTAINED FROM THE PRODUCTS. ABSOFT AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES EVEN IF ABSOFT HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the limitation or exclusion may not apply to you. The limited warranty stated above gives you specific legal rights, and you may also have other rights that vary from state to state.

TERMINATION - This license agreement is effective until terminated. You may terminate the agreement by destroying all copies of the Products. The license will also terminate if you fail to comply with the terms and conditions of this agreement. You agree upon termination to destroy all copies of the Products.

UPDATES/Maintenance - From time to time Absoft may offer, at extra charge, updates to the Products. In order for you to obtain or be advised of such updates, the enclosed User Registration Card must be completed and returned to Absoft, or online registration completed at www.absoft.com within 10 days of receipt of Products.

EXPORT RESTRICTIONS - You agree that you will not export or re-export any of the Products received from Absoft (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Libya, North Korea, Sudan, or Syria); or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. You also agree that you will not use said Products for any purposes where prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons.

U.S. GOVERNMENT RESTRICTED RIGHTS - The Products are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at 252.227-7013. The contractor/manufacturer is Absoft Corporation, 5119 Highland Rd PMB 398, Waterford, MI 48327 USA.

GENERAL - By opening this package or by copying, installing, or otherwise using Absoft Products, you acknowledge that you have read this agreement, understand it, and agree to be bound by it. You further agree that it is the entire agreement between Absoft and you, that it supersedes any oral or written proposal or prior agreement, and that it may not be modified except in writing signed by both Absoft and you. The laws of the State of Michigan shall govern this agreement.

1986-2019 ABSOFT CORPORATION