

# NetCase Software License Agreement

**IMPORTANT:** YOU SHOULD READ THIS LEGAL AGREEMENT CAREFULLY BEFORE INSTALLING THIS SOFTWARE. BY INSTALLING AND USING THE SOFTWARE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF ANY OF THE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO YOU AND A PRODUCT KEY HAS NOT BEEN ISSUED, DO NOT USE THE SOFTWARE; INSTEAD, RETURN THE PACKAGE TO THE COMPANY FROM WHICH YOU RECEIVED IT AND YOU WILL RECEIVE A FULL REFUND. **ONCE A PRODUCT KEY HAS BEEN ISSUED, NO REFUNDS WILL BE GIVEN.**

## LICENSE AGREEMENT

This License Agreement (hereinafter “LICENSE”) is a legal agreement between you (either an individual or a single entity) and The Software Company, Inc. for the SOFTWARE or products identified on any media labels enclosed with this package and for which the PRODUCT KEY is either provided with the media or obtained through The Software Company, Inc. or an authorized distributor. By installing the SOFTWARE and using the PRODUCT KEY, you agree to be bound by the terms of this LICENSE.

## SOFTWARE LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

### I. LICENSE GRANT: This LICENSE grants you the following rights:

- a. **“Evaluation License”** allows use of the trial versions of the SOFTWARE as described on the software disk or download for the limited purposes of demonstrations, trials and design-time evaluations.
- b. **“Single-Developer License”** authorizes use of the SOFTWARE by 1 developer on a single computer for development purposes and not to exceed 50 end-user installations of any applications created using the SOFTWARE.
- c. **“5-Developer Team License”** authorizes use of the SOFTWARE concurrently by up to 5 developers at a single physical location for development purposes and not to exceed 250 end-user installations of any applications created using the SOFTWARE.
- d. **“Site License”** authorizes use of the SOFTWARE concurrently by all developers at a single physical location for development purposes and not to exceed 5,000 end-user installations of any applications created using the SOFTWARE.
- e. **“Unlimited License”** authorizes use of the SOFTWARE concurrently by all developers within an organization for development purposes and no limit on end-user installations of any applications created using the SOFTWARE.

In the above license models, a server is counted as one end-user regardless of the number of connections to it. The SOFTWARE is in “use” on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard drive or other storage device) of that computer.

### II. TITLE/COPYRIGHT: All title and copyrights in and to the SOFTWARE, the accompanying printed materials and any copies of the SOFTWARE are owned by THE SOFTWARE COMPANY, INC. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material, except that you may either (A) make one copy of the SOFTWARE solely for backup or archival purposes or (B) install the SOFTWARE on a single computer provided you keep the original solely for backup or archival purposes.

### III. ADDITIONAL RIGHTS AND LIMITATIONS:

- a. Reverse-engineering, decompilation, and disassembly. You may not reverse-engineer, decompile, or disassemble the SOFTWARE or make any other attempt to discover the source code.
- b. Rental. You may not rent or lease the SOFTWARE.
- c. Software Transfer. You may NOT transfer any of your rights under this LICENSE without prior written consent from an authorized agent of The Software Company, Inc.
- d. Termination. Without prejudice to any other rights, The Software Company, Inc. may terminate this LICENSE if you fail to comply with the terms and conditions of this LICENSE. In such event, you must destroy all copies of the SOFTWARE.

**LIMITED WARRANTY/EXCLUSIVE REMEDIES:** THE SOFTWARE COMPANY, INC. WARRANTS THAT THE SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE ACCOMPANYING DOCUMENTATION FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF RECEIPT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS OF DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE SOFTWARE COMPANY, INC. DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE PROGRAMS WILL OPERATE IN COMBINATIONS THAT THE CUSTOMER MAY SELECT FOR USE. IF A CUSTOMER TO WHICH THIS WARRANTY APPLIES REPORTS AN ERROR IN THE SOFTWARE WITHIN THE WARRANTY PERIOD, THE SOFTWARE COMPANY, INC. WILL, AT ITS OPTION, EITHER (A) MAKE EVERY REASONABLE EFFORT TO CORRECT THE ERROR, (B) PROVIDE A PRACTICAL SOLUTION TO CIRCUMVENT THE ERROR, (C) RETURN THE PURCHASE PRICE.

THE WARRANTIES STATED ABOVE ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE TO STATE

**LIMITATION OF LIABILITY:** THE SOFTWARE COMPANY, INC. WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR DATA USE INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THE SOFTWARE COMPANY, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOFTWARE COMPANY'S LIABILITY FOR DAMAGES HEREUNDER WILL IN NO EVENT EXCEED THE LICENSE FEES PAID BY CUSTOMER FOR THE PROGRAMS.

THIS AGREEMENT STATES THE FULL UNDERSTANDING OF CUSTOMER AND THE SOFTWARE COMPANY, INC. REGARDING CUSTOMER'S USE OF THE SOFTWARE. ANY TERMS CONTAINED IN A CUSTOMER PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION WHICH ARE INCONSISTENT WITH THE TERMS OF THIS AGREEMENT ARE VOID AND OF NO EFFECT. THIS AGREEMENT AND ALL DISPUTES ARISING HEREUNDER WILL BE GOVERNED BY COLORADO LAW WITHOUT REFERENCE TO ANY TERMS APPLYING TO CONFLICTS OF LAWS.