

HP WebInspect Enterprise

for the Windows® operating system

Software Version: 10.10

Open Source and Third-Party Software License Agreements

Document Release Date: September 2013

Software Release Date: September 2013



Legal Notices

Copyright Notice

Copyright 2013 Hewlett-Packard Development Company, L.P.

Restricted Rights Legend

Confidential computer software. Valid license from HP required for possession, use or copying. Consistent with FAR 12.211 and 12.212, Commercial Computer Software, Computer Software Documentation, and Technical Data for Commercial Items are licensed to the U.S. Government under vendor's standard commercial license.

Disclaimer of Warranty

The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.

Trademark Acknowledgements

Microsoft and Windows are U.S. registered trademarks of Microsoft Corporation.

Adobe and Acrobat are trademarks of Adobe Systems Incorporated.

Other Acknowledgements

This product contains the following Apache open source component: Log4Net (<http://logging.apache.org/log4net/>). This component was modified from its original form and incorporated into this software product. To learn more about the apache software license, please visit <http://www.apache.org/licenses/LICENSE-2.0>.

Documentation Updates

The title page of this document contains the following identifying information:

- Software Version number, which indicates the software version.
- Document Release Date, which changes each time the document is updated.
- Software Release Date, which indicates the release date of this version of the software.

To check for recent updates or to verify that you are using the most recent edition of a document, visit the following URL:

<http://h20230.www2.hp.com/selfsolve/manuals>

You will also receive updated or new editions if you subscribe to the appropriate product support service. Contact your HP sales representative for details.

Support

For information or assistance regarding WebInspect Enterprise, contact customer support.

You can open a support case for WebInspect Enterprise via e-mail or by telephone. These options designed to provide easier access and improved customer satisfaction.

E-Mail (Preferred Method)

Send an e-mail to fortifytechsupport@hp.com describing your issue. Please include the product name so we can help you faster.

Online (Fortify Support Portal)

Access your account at the Fortify Support Portal at <https://support.fortify.com>.

If you do not have an account, you forgot your username or password, or you need any assistance regarding your account, please contact us at fortifytechsupport@hp.com or (650) 735-2215.

Telephone

Call our automated processing service at (650) 735-2215. Please clearly provide your name, telephone number, the name of the product, and a brief description of your issue.

Contents

- Open Source Licenses5
 - log4net.....5
 - The MIT License (MIT).....8

- Third-Party Licenses9
 - Actipro SyntaxEditor9
 - Ajax Control Toolkit.....14
 - Divelements Eyefinder21
 - Divelements SandBar23
 - Divelements Wizard Framework24
 - Janus Windows Forms Controls25
 - Telerik r.a.d. Controls.....29
 - Chilkat33
 - Data Dynamics ActiveReports37
 - DevComponents DotNetBar38
 - Chart FX 7 License Agreement.....44
 - Chart FX 7 Extensions Pack License Agreement47

Open Source Licenses

HP acknowledges the use of the following open source components.

log4net

Apache License

Version 2.0, January 2004

<http://www.apache.org/licenses/>

TERMS AND CONDITIONS FOR USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 9 of this document.

"Licensor" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"Legal Entity" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition,

"Control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"You" (or "Your") shall mean an individual or Legal Entity exercising permissions granted by this License.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

"Contribution" shall mean any work of authorship, including the original version of the Work and any modifications or additions to that Work or Derivative Works thereof, that is intentionally submitted to Licensor for inclusion in the Work by the copyright owner or by an individual or Legal Entity authorized to submit on behalf of the copyright owner. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Licensor or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking

systems that are managed by, or on behalf of, the Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by the copyright owner as "Not a Contribution."

"Contributor" shall mean Licensor and any individual or Legal Entity on behalf of whom a Contribution has been received by Licensor and subsequently incorporated within the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works of, publicly display, publicly perform, sublicense, and distribute the Work and such Derivative Works in Source or Object form.

3. Grant of Patent License. Subject to the terms and conditions of this License, each Contributor hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by such Contributor that are necessarily infringed by their Contribution(s) alone or by combination of their Contribution(s) with the Work to which such Contribution(s) was submitted. If You institute patent litigation against any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Work or a Contribution incorporated within the Work constitutes direct or contributory patent infringement, then any patent licenses granted to You under this License for that Work shall terminate as of the date such litigation is filed.

4. Redistribution. You may reproduce and distribute copies of the Work or Derivative Works thereof in any medium, with or without modifications, and in Source or Object form, provided that You meet the following conditions:

(a) You must give any other recipients of the Work or Derivative Works a copy of this License; and

(b) You must cause any modified files to carry prominent notices stating that You changed the files; and

(c) You must retain, in the Source form of any Derivative Works that You distribute, all copyright, patent, trademark, and attribution notices from the Source form of the Work, excluding those notices that do not pertain to any part of the Derivative Works; and

(d) If the Work includes a "NOTICE" text file as part of its distribution, then any Derivative Works that You distribute must include a readable copy of the attribution notices contained within such NOTICE file, excluding those notices that do not pertain to any part of the Derivative Works, in at least one of the following places: within a NOTICE text file distributed as part of the Derivative Works; within the Source form or documentation, if provided along with the Derivative Works; or, within a display generated by the Derivative Works, if and wherever such third-party notices normally appear. The contents of the NOTICE file are for informational purposes only and do not modify the License. You may add Your own attribution notices within Derivative Works that You distribute, alongside or as an addendum to the NOTICE text from the Work, provided that such additional attribution notices cannot be construed as modifying the License.

You may add Your own copyright statement to Your modifications and may provide additional or different license terms and conditions for use, reproduction, or distribution of Your modifications, or for any such Derivative Works as a whole, provided Your use, reproduction, and distribution of the Work otherwise complies with the conditions stated in this License.

5. Submission of Contributions. Unless You explicitly state otherwise, any Contribution intentionally submitted for inclusion in the Work by You to the Licensor shall be under the terms and conditions of this License, without any additional terms or conditions. Notwithstanding the above, nothing herein shall supersede or modify the terms of any

separate license agreement you may have executed with Licensor regarding such Contributions.

6. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

7. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work (and each Contributor provides its Contributions) on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining the appropriateness of using or redistributing the Work and assume any risks associated with Your exercise of permissions under this License.

8. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall any Contributor be liable to You for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if such Contributor has been advised of the possibility of such damages.

9. Accepting Warranty or Additional Liability. While redistributing the Work or Derivative Works thereof, You may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of any other Contributor, and only if You agree to indemnify, defend, and hold each Contributor harmless for any liability incurred by, or claims asserted against, such Contributor by reason of your accepting any such warranty or additional liability.

END OF TERMS AND CONDITIONS

APPENDIX: How to apply the Apache License to your work.

To apply the Apache License to your work, attach the following boilerplate notice, with the fields enclosed by brackets "[]" replaced with your own identifying information. (Don't include the brackets!) The text should be enclosed in the appropriate comment syntax for the file format. We also recommend that a file or class name and description of purpose be included on the same "printed page" as the copyright notice for easier identification within third-party archives.

Copyright [yyyy] [name of copyright owner]

Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied.

See the License for the specific language governing permissions and limitations under the License.

**

** NOTICE file corresponding to the section 4 (d) of the Apache License, ** Version 2.0, in this case for the Apache log4net distribution.

This product includes software developed by The Apache Software Foundation (<http://www.apache.org/>).

Please read the LICENSE files present in the root directory of this distribution.

The names "log4net" and "Apache Software Foundation" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact apache@apache.org.

The MIT License (MIT)

The MIT License (MIT)

Copyright © 2007 James Newton-King

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Third-Party Licenses

HP acknowledges the use of the following third-party components.

- Actipro SyntaxEditor
- Ajax Control Toolkit
- ComponentOne C1Chart
- Divelements Eyefinder
- Divelements SandBar
- Divelements Wizard Framework
- Janus Windows Forms Controls
- log4net
- Telerik r.a.d. Controls
- Chilkat
- Data Dynamics ActiveReports
- DevComponents DotNetBar
- Xceed DataGrid for WPF

Actipro SyntaxEditor

END-USER LICENSE AGREEMENT FOR ACTIPRO SOFTWARE LLC SOFTWARE

IMPORTANT - READ CAREFULLY: This Actipro Software LLC ("Actipro") End-User License Agreement ("EULA") is a legal agreement between you ("Licensee"), a developer of software applications, and Actipro for the Actipro software product accompanying this EULA, which includes computer software and may include associated source code, media, printed materials, and "on-line" or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, use, distribute in any manner, or replicate in any manner, any part, file or portion of the SOFTWARE PRODUCT.

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

The Licensee is considered to be an authorized licensee ("Authorized") if the Licensee has legitimately obtained a registered license for the SOFTWARE PRODUCT from Actipro or an authorized Actipro reseller.

RIGOROUS ENFORCEMENT OF INTELLECTUAL PROPERTY RIGHTS. If the licensed right of use for this SOFTWARE PRODUCT is purchased by the Licensee with any intent to reverse engineer, decompile, create derivative works, and the exploitation or unauthorized transfer of, any Actipro intellectual property and trade secrets, to include any exposed methods or source code where provided, no licensed right of use shall exist, and any products

created as a result shall be judged illegal by definition of all applicable law. Any sale or resale of intellectual property or created derivatives so obtained will be prosecuted to the fullest extent of all local, federal and international law.

GRANT OF LICENSE. This EULA, if legally executed as defined herein, licenses and so grants the Licensee the following rights:

Evaluation. If the downloaded SOFTWARE PRODUCT is designated as an Evaluation Release (“Evaluation Release”), the Licensee is granted a license for a period of only fifteen (15) days after installation of the Evaluation Release of the SOFTWARE PRODUCT (“Evaluation Period”). After the Evaluation Period, the Licensee must either:

1. Delete the SOFTWARE PRODUCT and all related files from ALL computers onto which it was installed or copied, or
2. Contact Actipro or one of its authorized resellers to purchase the SOFTWARE PRODUCT.

The Licensee may use the Evaluation Release of the SOFTWARE PRODUCT for evaluation purposes only. The Licensee may not distribute ANY of the files, in any form or manner, provided with the Evaluation Release of the SOFTWARE PRODUCT to ANY PARTIES.

Development. Actipro grants the Licensee the non-exclusive license to install and use multiple copies of the SOFTWARE PRODUCT or any prior version for the sole purpose of developing any number of end user applications that operate in conjunction with the SOFTWARE PRODUCT. If the Licensee is not Authorized, the Licensee may not use the SOFTWARE PRODUCT beyond the Evaluation Period.

If the Licensee has purchased a single developer license (“Single Developer License”), the Licensee is Authorized to use the SOFTWARE PRODUCT indefinitely beyond the Evaluation Period. A Single Developer License for the SOFTWARE PRODUCT may not be shared or used concurrently by more than one individual developer. In a project that uses the SOFTWARE PRODUCT, each individual developer on the project requires a separate Single Developer License, regardless of whether they directly use the component or not. Single Developer Licenses may also be obtained in team discount packs.

If the Licensee has purchased a site license (“Site License”), each of the developers at a single physical location is considered Authorized according to the terms and conditions of the Single Developer License. Each additional physical location requires an additional Site License to be considered Authorized.

If the Licensee has purchased an enterprise license (“Enterprise License”), all developers in the Licensee's organization, regardless of location, are considered Authorized according to the terms and conditions of the Single Developer License.

If the Licensee has purchased a blueprint license (“Blueprint License”), each of the Authorized developers for the SOFTWARE PRODUCT is considered Authorized to access source code for the SOFTWARE PRODUCT (“Source Code”). The Blueprint License must be purchased at the same time as a Site License or Enterprise License. Source Code may exclude Actipro proprietary licensing code. The sale of Blueprint Licenses is considered final and neither the SOFTWARE PRODUCT nor Source Code may be returned under any circumstances.

Duplication and Distribution. The SOFTWARE PRODUCT may include certain files (“Redistributables”) intended for distribution by the Licensee to the users of programs the Licensee creates. Redistributables include, for example, those files identified in printed or electronic documentation as redistributable files, or those files pre-selected for deployment by an install utility provided with the SOFTWARE PRODUCT (if any). In any event, the Redistributables for the SOFTWARE PRODUCT are only those files specifically designated as such by Actipro.

Subject to all of the terms and conditions in this EULA, if the Licensee is Authorized, Actipro grants the Licensee the non-exclusive, royalty-free license to duplicate the Redistributables and to distribute them solely in conjunction with software products developed by the Licensee that use them. The Licensee may not supply any means by which end users could incorporate the SOFTWARE PRODUCT or portions thereof into their own products.

Source Code. If the Licensee has purchased a Blueprint License and is Authorized, the Licensee is provided Source Code for the SOFTWARE PRODUCT. The following stipulations and restrictions apply to Source Code:

1. Source Code shall be considered as part the SOFTWARE PRODUCT and all requirements stated above still apply, meaning that developers at a separate site from the one which purchased the Blueprint License are NOT able to work on any project created that uses the Source Code, unless that site has also purchased a Blueprint License. The only exception is when an Enterprise License has been purchased along with the Blueprint License, in which case the Source Code may be used by developers at any site.
2. Actipro grants the Licensee the non-exclusive license to view and modify the Source Code for the sole purposes of education and troubleshooting. If the Licensee troubleshoots the Source Code, the Licensee may compile the corrected source code and use and distribute the resulting object code solely as a replacement for the corresponding Redistributables the Source Code compiles into.
3. The Licensee may NOT distribute or sell the Source Code, or portions or modifications or derivative works thereof, to any third party not Authorized by the Licensee's Blueprint License(s), without explicit permission by Actipro.
4. The Licensee may not compete against Actipro by repackaging, recompiling, or renaming the SOFTWARE PRODUCT for which the Licensee purchased Source Code. Any derivative works based on the Source Code are illegal to be created or sold if they compete in any way with the SOFTWARE PRODUCT or other Actipro products.
5. Any object code that is created by using the Source Code or derivative code based on the Source Code must be obfuscated.
6. Any object code that is created by using the Source Code or derivative code based on the Source Code may NOT bear "ActiproSoftware" or the name of the SOFTWARE PRODUCT in the object code assembly name.
7. All Source Code must be kept in its proper "ActiproSoftware" namespace.
8. Actipro shall retain all rights, title and interest in and to all corrections, modifications and derivative works of the Source Code created by the Licensee, including all copyrights subsisting therein, to the extent such corrections, modifications or derivative works contain copyrightable code or expression derived from the Source Code.
9. The Licensee acknowledges that the Source Code contains valuable and proprietary trade secrets of Actipro, and agrees to expend every effort to insure its confidentiality.
10. Source Code may be obtained by coordinating with Actipro during the support period for the Blueprint License, typically one year in duration, starting on the date of purchase of the Blueprint License.

Storage/Network Use. The Licensee may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on the the Licensee's other computers over an internal network; however, the Licensee must acquire and dedicate a Single Developer License for each separate individual developer who wishes to use the SOFTWARE PRODUCT.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Not for Resale Software. If the SOFTWARE PRODUCT is labeled and provided as "Not for Resale" or "NFR", then, notwithstanding other sections of this EULA, the Licensee may not resell, distribute, or otherwise transfer for value or benefit in any manner, the SOFTWARE PRODUCT or any derivative work using the SOFTWARE PRODUCT. The Licensee may not transfer, rent, lease, lend, copy, modify, translate, sublicense, time-share or electronically transmit the SOFTWARE PRODUCT, media or documentation. This also applies to any and all intermediate files, source code, and compiled executables.

Limitations on Reverse Engineering, Decompilation, and Disassembly. The Licensee may not reverse engineer, decompile, create derivative works, modify, translate, or disassemble the SOFTWARE PRODUCT, and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. The Licensee agrees to take all reasonable, legal and appropriate measures to prohibit the illegal dissemination of the SOFTWARE PRODUCT or any of its constituent parts and redistributables to the fullest extent of all applicable local, US Codes and International Laws and Treaties regarding anti-circumvention, including but not limited to, the Geneva and Berne World Intellectual Property Organization (WIPO) Diplomatic Conferences.

Rental. The Licensee may not rent, lease, or lend the SOFTWARE PRODUCT.

Separation of Components, Their Constituent Parts and Redistributables. The SOFTWARE PRODUCT is licensed as a single product. The SOFTWARE PRODUCT and its constituent parts and any provided redistributables may not be reverse engineered, decompiled, disassembled, nor placed for distribution, sale, or resale as individual creations by the Licensee or any individual not expressly given such permission by Actipro. The provision of Source Code, if included with the SOFTWARE PRODUCT, does not constitute transfer of any legal rights to such code, and resale or distribution of all or any portion of all Source Code and intellectual property will be prosecuted to the fullest extent of all applicable local, federal and international laws. All Actipro libraries, Source Code, Redistributables and other files remain Actipro's exclusive property. The Licensee may not distribute any files, except those that Actipro has expressly designated as Redistributable.

Installation and Use. The license granted in this EULA for the Licensee to create his/her own compiled programs and distribute the Licensee's programs and the Redistributables (if any), is subject to all of the following conditions:

1. All copies of the programs the Licensee creates must bear a valid copyright notice, either their own or the Actipro copyright notice that appears on the SOFTWARE PRODUCT.
2. The Licensee may not remove or alter any Actipro copyright, trademark or other proprietary rights notice contained in any portion of Actipro libraries, source code, Redistributables or other files that bear such a notice.
3. Actipro provides no warranty at all to any person, and the Licensee will remain solely responsible to anyone receiving the Licensee's programs for support, service, upgrades, or technical or other assistance, and such recipients will have no right to contact Actipro for such services or assistance.
4. The Licensee will indemnify and hold Actipro, its related companies and its suppliers, harmless from and against any claims or liabilities arising out of the use, reproduction or distribution of the Licensee's programs.
5. The Licensee's programs containing the SOFTWARE PRODUCT must be written using a licensed, registered copy of the SOFTWARE PRODUCT.
6. The Licensee's programs must add primary and substantial functionality, and may not be merely a set or subset of any of the libraries, Source Code, Redistributables or other files of the SOFTWARE PRODUCT.

7. The Licensee may not use Actipro's or any of its suppliers' names, logos, or trademarks to market the Licensee's programs, unless expressly given such permission by Actipro.

Support Services. Actipro may provide the Licensee with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by Actipro policies and programs described in the user manual, in on-line documentation and/or other Actipro provided materials. Any supplemental software code provided to the Licensee as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information the Licensee provides to Actipro as part of the Support Services, Actipro may use such information for its business purposes, including for product support and development.

Software Transfer. The Licensee may NOT permanently or temporarily transfer ANY of the Licensee's rights under this EULA to any individual or entity. Regardless of any modifications which the Licensee makes and regardless of how the Licensee might compile, link, and/or package the Licensee's programs, under no circumstances may the libraries, redistributables, and/or other files of the SOFTWARE PRODUCT (including any portions thereof) be used for developing programs by anyone other than the Licensee. Only the Licensee as the licensed end user has the right to use the libraries, redistributables, or other files of the SOFTWARE PRODUCT (or any portions thereof) for developing programs created with the SOFTWARE PRODUCT. In particular, the Licensee may not share copies of the Source Code or Redistributables with other co-developers.

Termination. Without prejudice to any other rights or remedies, Actipro will terminate this EULA upon the Licensee's failure to comply with all the terms and conditions of this EULA. In such event, the Licensee must destroy all copies of the SOFTWARE PRODUCT and all of its component parts including any related documentation, and must remove ANY and ALL use of such technology immediately from any applications using technology contained in the SOFTWARE PRODUCT developed by the Licensee, whether in native, altered or compiled state.

UPGRADES. If the SOFTWARE PRODUCT is labeled as an upgrade, the Licensee must be properly licensed to use the SOFTWARE PRODUCT identified by Actipro as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the SOFTWARE PRODUCT that formed the basis for the Licensee's eligibility for the upgrade, and together constitute a single SOFTWARE PRODUCT. The Licensee may use the resulting upgraded SOFTWARE PRODUCT only in accordance with all the terms of this EULA.

COPYRIGHT. All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, demos, source code, intermediate files, packages, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Actipro or its subsidiaries. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, the Licensee must treat the SOFTWARE PRODUCT like any other copyrighted material except that the Licensee may install the SOFTWARE PRODUCT for use by the Licensee. The Licensee may not copy any printed materials accompanying the SOFTWARE PRODUCT.

GENERAL PROVISIONS. This EULA may only be modified in writing signed by the Licensee and an authorized officer of Actipro. If any provision of this EULA is found void or unenforceable, the remainder will remain valid and enforceable according to its terms.

MISCELLANEOUS. If the Licensee acquired this product in the United States, this EULA is governed by the laws of the State of Ohio.

If this SOFTWARE PRODUCT was acquired outside the United States, then the Licensee, agrees and ascends to the adherence to all applicable international treaties regarding copyright and intellectual property rights which shall also apply. In addition, the Licensee

agrees that any local law(s) to the benefit and protection of Actipro ownership of, and interest in, its intellectual property and right of recovery for damages thereto will also apply.

Should you have any questions concerning this EULA, or if you desire to contact Actipro for any reason, please contact us via our support web pages at <http://www.actiprosoftware.com>.

NO WARRANTIES. ACTIPRO EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE PRODUCT. THE PRODUCT AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCT REMAINS WITH THE LICENSEE.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACTIPRO OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF ACTIPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Copyright (c) 2002-2007 Actipro Software LLC. All rights reserved.

Ajax Control Toolkit

Microsoft Permissive License (MsPL)

This license governs use of the accompanying software. If you use the software, you accept this license. If you do not accept the license, do not use the software.

1. Definitions

The terms "reproduce," "reproduction" and "distribution" have the same meaning here as under U.S. copyright law.

"You" means the licensee of the software.

"Licensed patents" means any Microsoft patent claims which read directly on the software as distributed by Microsoft under this license.

2. Grant of Rights

(A) Copyright Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, Microsoft grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce the software, prepare derivative works of the software and distribute the software or any derivative works that you create.

(B) Patent Grant- Subject to the terms of this license, including the license conditions and limitations in section 3, Microsoft grants you a non-exclusive, worldwide, royalty-free patent license under licensed patents to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the software or derivative works of the software.

3. Conditions and Limitations

(A) No Trademark License- This license does not grant you any rights to use Microsoft's name, logo, or trademarks.

(B) If you begin patent litigation against Microsoft over patents that you think may apply to the software (including a cross-claim or counterclaim in a lawsuit), your license to the software ends automatically.

(C) If you distribute copies of the software or derivative works, you must retain all copyright, patent, trademark, and attribution notices that are present in the software.

(D) If you distribute the software or derivative works in source code form you may do so only under this license (i.e., you must include a complete copy of this license with your distribution), and if you distribute the software or derivative works in compiled or object code form you may only do so under a license that complies with this license.

(E) The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this license cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

ComponentOne C1Chart

END-USER LICENSE AGREEMENT FOR COMPONENTONE SOFTWARE

IMPORTANT-READ CAREFULLY: This End User License Agreement (this "EULA") contains the terms and conditions that govern your use of the SOFTWARE (as defined below) and imposes material limitations to your rights. You should read this EULA carefully and treat it as valuable property.

I. THIS EULA.

1. Software Covered by this EULA. This EULA governs your use of the ComponentOne, LLC ("C1") software product(s) enclosed or otherwise accompanied herewith (individually and collectively, the "SOFTWARE"). The term "SOFTWARE" includes, to the extent provided by C1: 1) any revisions, updates and/or upgrades thereto; 2) any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; 3) anything in any form whatsoever intended to be used with or in conjunction with the SOFTWARE; and 4) any associated media, documentation (including physical, electronic and online) and printed materials (the "**Documentation**").

When using ComponentOne Ribbon for .NET which is provided as part of the SOFTWARE, note that THIS LICENSE GRANTS YOU NO RIGHTS TO THE MICROSOFT OFFICE 2007 UI. TO OBTAIN A LICENSE TO USE THE MICROSOFT OFFICE 2007 UI, PLEASE VISIT <http://msdn.microsoft.com/officeui>.

2. This EULA is a Legally Binding Agreement Between You and C1. 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.

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 C1 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 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. Return policies may vary among resellers; therefore 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 C1 for a refund provided that such returns is authorized within the same thirty (30) days time period. To return the product directly to C1, you must first obtain a Return Authorization Number by contacting

C1, and you must forward to C1 all items purchased, including the proof of purchase. The return must be postage-prepaid, and post-marked within thirty (30) days from the proof of purchase, time being of the essence. The return option to C1 is only available to the original purchaser of an unopened factory packaged item.

II. YOUR LICENSE TO DEVELOP AND TO DISTRIBUTE.

As provided in more detail below, this EULA grants you two licenses: 1) a license to use the SOFTWARE to develop other software products (the "Development License"); and 2) a license to use and/or distribute the Developed Software (the "Distribution License"). These licenses (individually and collectively, the "Licenses") are explained and defined in more detail below.

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

"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.

"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.

"Developed Software" means those computer software products that are developed by or through the use of the SOFTWARE.

"Developed Web Server Software" means those Developed Software products that reside logically or physically on at least one Web Server and are operated (meaning the computer software instruction set is carried out) by the Web Server's central processing unit(s) (CPU).

"Redistributable Files" means the SOFTWARE files or other portions of the SOFTWARE that are provided by C1 and are identified as such in the Documentation for distribution by you with the Developed Software.

"Developer" means a human being or any other automated device using the SOFTWARE in accordance with the terms and conditions of this EULA.

"Developer Seat License" 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 End User License.

"Source Code" shall mean computer software code or programs in human readable format, such as a printed listing of such 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 effort of the SOFTWARE, such as flow charts, pseudo code and program notes.

2. Your Development License. You are hereby granted a limited, royalty-free, non-exclusive right to use the SOFTWARE to design, develop, and test Developed Software, on the express condition that, and only for so long as, you fully comply with all terms and conditions of this EULA.

The SOFTWARE is licensed to you on a Developer Seat License basis.

Developer Seat License basis means that you may perform an installation of the SOFTWARE for 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 1) such computer/computers is/are used only by one single Developer at any given time and not concurrently and, 2) the user is the primary User to whom the license has been granted. Conversely, you may not 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 Developer. You may not network the SOFTWARE or any component part of it, where it is or may be used by more than one Developer unless you purchase an additional Development License for each Developer. You must purchase another separate license to the SOFTWARE 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.

The license rights granted under this Agreement may be limited to a specified number of days after you first install the SOFTWARE unless you supply information required to license or activate your licensed copy, as the case may be, within the time and the manner described during the SOFTWARE setup sequence and/or in the dialog boxes appearing during use of the SOFTWARE. You may need to activate the SOFTWARE through the use of the Internet, email or telephone; toll charges may apply. You may need to re-activate the SOFTWARE if you modify your computer hardware or if you have installed it on a different computer; in some cases the number of activations allowed may be limited and you will have to contact C1 for clearance. Product activation is based on the exchange of information between your computer and C1. None of this information contains personally identifiable information nor can they be used to identify any personal information about you or any information you store in your computer. YOU ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE TECHNOLOGICAL MEASURES IN THE SOFTWARE THAT ARE DESIGNED TO PREVENT UNLICENSED OR ILLEGAL USE OF THE SOFTWARE. YOU AGREE THAT C1 MAY USE SUCH MEASURES AND YOU AGREE TO FOLLOW ANY REQUIREMENTS REGARDING SUCH TECHNOLOGICAL MEASURES. YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE WILL CEASE TO FUNCTION UNLESS AND UNTIL YOU ACTIVATE THE APPLICABLE SOFTWARE SERIAL NUMBER.

You agree that C1 may audit your use of the SOFTWARE for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the SOFTWARE other than in full compliance with the terms of this EULA, you shall reimburse C1 for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

In all cases, (a) you may not use C1's name, logo, or trademarks to market your Developed Software without the express written consent of C1; (b) you must include the following C1 copyright notice in your Developed Software documentation and/or in the "About Box" of your Developed Software, and wherever the copyright/rights notice is located in the Developed Software ("Portions Copyright © ComponentOne, LLC 1991-2006. All Rights Reserved."); (c) you agree to indemnify, hold harmless, and defend C1, its suppliers and resellers, from and against any claims or lawsuits, including attorney's fees that may arise from the use or distribution of your Developed Software; (d) you may use the SOFTWARE only to create Developed Software that is significantly different than the SOFTWARE.

3. Your Distribution License.

License to Distribute Developed Software. Subject to the terms and conditions in this EULA, you are granted the license to use and to distribute Developed Software on a royalty-free basis, provided that the Developed Software incorporates the SOFTWARE as an integral part of the Developed Software in machine-language compiled format (customarily an ".exe", or ".dll", etc.). You may not distribute, bundle, wrap or subclass the SOFTWARE as Developed Software which, when used in a "designtime" development environment, exposes the programmatic interface of the SOFTWARE. You may distribute, on a royalty-free basis, Redistributable Files with Developed Software only. You may not add or transfer the SOFTWARE serial number to the computer where the Developed Software is installed. Users of the Developed Software may not use the SOFTWARE or the Redistributable Files, directly or indirectly, for development purposes. In particular, if you create a control (or user control) using the SOFTWARE as a constituent control, you are not licensed to distribute the control you created with the SOFTWARE to users for development purposes.

4. Specific Product Limitations. Notwithstanding anything in this EULA to the contrary, if the license you have purchased is for any of the following products, then the following additional limitations will apply:

a. ComponentOne Reports for .NET Designer Edition. ComponentOne Reports for .NET Designer Edition includes at least: 1) one dynamic link library file

(c1.win.c1reportdesigner.dll) known as C1ReportDesigner Component, 2) one executable file (ReportDesigner.exe) known as C1ReportDesigner Application and, 3) the Source Code of the C1ReportDesigner Application. The C1ReportDesigner Component is subject to the general terms and restrictions set forth in this EULA. The C1ReportDesigner Application is an executable file used to design and prepare reports; the C1ReportDesigner Application may be distributed, free of royalties, only in conjunction with the Developed Software.

C1 hereby also grants you the right to use and to modify the C1ReportDesigner Application Source Code to create derivative works that are based on the licensed Source Code. You may distribute such derivative works, solely in object code format and exclusively in conjunction with and/or as a part of the Developed Software. You are expressly not granted the right to distribute, disclose or otherwise make available to any third party the licensed Source Code, any portion, modified version or derivative work thereof, in source code format.

C1 shall retain all right, title and interest in and to the licensed Source Code, and all C1 updates, modifications or enhancements thereof. Nothing herein shall be deemed to transfer any ownership or title rights in and to the licensed Source Code from C1 to you.

SOURCE CODE IS LICENSED TO YOU AS IS. C1 DOES NOT AND SHALL NOT PROVIDE YOU WITH ANY TECHNICAL SUPPORT FOR YOUR SOURCE CODE LICENSE.

b. VSVIEW Reporting Edition (ActiveX). VSVIEW Reporting Edition includes at least one executable file listed as "VSRptX.exe" (where X indicates the version number i.e.7,8, etc.), known as "Designer." The file "VSRptX.exe", or any upgrade or future versions of the Designer, are subject to the restrictions set forth in this EULA and may not be distributed with your Developed Software or in any other way.

c. Studio Products. You may not share the component parts of the Studio Products licensed to you with other Developers, nor may you allow the use and/or installation of such components by other Developers.

5. Updates/Upgrades; Studio Subscription. Subject to the terms and conditions of this EULA, the Licenses are perpetual. Updates and upgrades to the SOFTWARE may be provided by C1 from time-to-time, and, if so provided by C1, are provided upon the terms and conditions offered at that time by C1 in its sole discretion. C1 may provide updates and upgrades to the SOFTWARE for free or for any charge, at any time or never, and through its chosen manner of access and distribution, all in C1's sole discretion.

C1 licenses certain of its separately-licensed products bundled together in a product suite, called the C1 "Studio" product line (the "Studio Products"). The exact separately-licensed products that are bundled into the Studio Products may change from time-to-time in C1's sole discretion. If the SOFTWARE is identified as a C1 "Studio" product, then the SOFTWARE is one of the Studio Products. The SOFTWARE and the Studio Products are revised from time-to-time (meaning, for example, revised with updates, upgrades and, in the case of Studio products, some times changes to the mix of products included in the bundle). To receive any such revisions to the SOFTWARE or the Studio Products, as the case may be, you must have a valid SOFTWARE license or a valid Studio subscription. Together with the Licenses, the original purchaser is granted a one-year subscription from the date of purchase. Upon expiration, you must renew your license subscription to continue to be entitled to receive SOFTWARE and/or the Studio Products revisions as the case may be.

6. Serial Number. With your license, you will be issued a unique serial number (the "Serial Number") used 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.

7. Evaluation Copy. If you are using an "evaluation copy", specifically designated as such by C1 on its website or elsewhere, then the Licenses are limited as follows: a) you are granted a

license to use the SOFTWARE for a period of thirty (30) days counted from the day of installation (the "Evaluation Period"); b) 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 C1 or any of its resellers; and c) any Developed Software developed with the Evaluation Copy may not be distributed or used for any commercial purpose.

III. INTELLECTUAL PROPERTY.

1. Copyright. You agree that all right, title, and interest in and to the SOFTWARE (including, but not limited to, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE), and any copies of the SOFTWARE, and any copyrights and other intellectual properties therein or related thereto are owned exclusively by C1, except to the limited extent that C1 may be the rightful license holder of certain third-party technologies incorporated into the SOFTWARE. The SOFTWARE is protected by copyright laws and international treaty provisions. The SOFTWARE is licensed to you, not sold to you. C1 reserves all rights not otherwise expressly and specifically granted to you in this EULA.
2. Backups. You may make a copy of the SOFTWARE solely for backup or archival purposes. Notwithstanding the foregoing, you may not copy the printed Documentation.
3. General Limitations. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that applicable law expressly permits such activity notwithstanding this limitation.
4. Software Transfers. You may not rent or lease the SOFTWARE. You may permanently transfer all of your rights under the EULA, provided that you retain no copies, that you transfer all the SOFTWARE (including all component parts, the media and printed materials, any updates, upgrades, this EULA and, if applicable, the Certificate of Authenticity), and that the transferee agrees to be bound by the terms of this EULA. If the SOFTWARE is an update or upgrade, any transfer must include all prior versions of the SOFTWARE.
5. Termination. Without prejudice to any other rights it may have, C1 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.
6. Export Restrictions. You acknowledge that the SOFTWARE is of U.S. origin. You acknowledge that the license and distribution of the SOFTWARE is subject to the export control laws and regulations of the United States of America, and any amendments thereof, which restrict exports and re-exports of software, technical data, and direct products of technical data, including services and Developed Software. You agree that you will not export or re-export the SOFTWARE or any Developed Software, or any information, documentation and/or printed materials related thereto, directly or indirectly, without first obtaining permission to do so as required from the United States of America Department of Commerce's Bureau of Industry and Security ("BIS"), or other appropriate governmental agencies, to any countries, end-users, or for any end-uses that are restricted by U.S. export laws and regulations, and any amendments thereof, which include, but are not limited to: Restricted Countries, Restricted End-Users, and Restricted End-Uses.

These restrictions change from time to time. You represent and warrant that neither the BIS nor any other United States federal agency has suspended, revoked or denied your export privileges. C1 acknowledges that it shall use reasonable efforts to supply you with all reasonably necessary information regarding the SOFTWARE and its business to enable you to fully comply with the provisions of this Section. If you have any questions regarding your obligations under United States of America export regulations, you should contact the Bureau of Industry and Security, United States Department of Commerce, Exporter Counseling Division, Washington DC. U.S.A. (202) 482-4811, <<http://www.bis.doc.gov>>.

7. U.S. Government Restricted Rights. The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. You will comply with any requirements of the Government to obtain such RESTRICTED RIGHTS protection, including without limitation, the placement of any restrictive legends on the SOFTWARE, and any license agreement used in connection with the distribution of the SOFTWARE. Manufacturer is ComponentOne, LLC, 201 South Highland Avenue , 3rd Floor, Pittsburgh, Pennsylvania 15206 USA. For solicitations issued by the Government on or after December 1, 1995 and the Department of Defense on or after September 29, 1995, the only rights provided in the software and documentation provided herein shall be those contained in this EULA. Under no circumstances shall C1 be obligated to comply with any Governmental requirements regarding the submission of or the request for exemption from submission of cost or pricing

data or cost accounting requirements. For any distribution of the SOFTWARE that would require compliance by C1 with the Government's requirements relating to cost or pricing data or cost accounting requirements, you must obtain an appropriate waiver or exemption from such requirements for the benefit of C1 from the appropriate Government authority before the distribution and/or license of the SOFTWARE to the Government.

IV. WARRANTIES AND REMEDIES.

1. Limited Warranty. C1 warrants that the original media, if any, are free from defects for ninety (90) days from the date of delivery of the SOFTWARE. C1 also 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, C1 EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE, DOCUMENTATION AND ANYTHING ELSE PROVIDED BY C1 HEREBY AND C1 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.

2. Limited Remedy. C1 PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR ANY SAMPLE 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".

C1's entire liability and your exclusive remedy under this EULA shall be, at C1's sole option, either (a) return of the price paid for the SOFTWARE; (b) repair the SOFTWARE through updates distributed online or otherwise in C1'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. THESE REMEDIES ARE NOT AVAILABLE OUTSIDE OF THE UNITED STATES OF AMERICA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL C1 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 C1 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.

V. MISCELLANEOUS.

1. This is the 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 C1 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 C1 are not permitted to orally modify this EULA.

2. You Indemnify C1. . You agree to indemnify, hold harmless, and defend C1 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.

3. 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 effect 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 Commonwealth. If the SOFTWARE was acquired outside the United States, then local law may apply.

Divelements Eyefinder

Divelements Software License Agreement

Copyright (c) 2005 by Divelements Limited.

Product: Eyefinder

License Type: Single Developer

Redistributables: eyefinder.dll

END-USER LICENSE AGREEMENT FOR DIVELEMENTS SOFTWARE

IMPORTANT - This license ("EULA") is a legal agreement between you (an individual software developer) and Divelements Limited, its owners and contributors ("DIVELEMENTS") for the software product accompanying this EULA. The software product includes any associated media, documentation, source code, binaries and redistributables ("SOFTWARE"). By installing, copying or possessing this product you agree to be bound by the terms of this EULA. If you do not agree to any of the terms in this license document you must destroy all copies of the SOFTWARE in your possession.

The SOFTWARE is not sold, it is licensed. One license is required for every developer using the SOFTWARE on one computer at a time. The SOFTWARE is runtime royalty-free. DIVELEMENTS hereby grants to you a non-exclusive, worldwide, perpetual, irrevocable (except for a material breach of this EULA as set forth below), royalty-free license to use the SOFTWARE and distribute the redistributable portions of the SOFTWARE as combined with your products in accordance with this EULA. You may also grant your customers the right to use your products that contain the SOFTWARE.

The SOFTWARE is proprietary to DIVELEMENTS and ownership and copyright of the product is retained. Use of the product by anyone not covered by this license results in the immediate termination of the license along with your right to use the SOFTWARE, without notice. Such termination will not revoke your right to distribute or license any of your software products that contain the SOFTWARE in accordance with this EULA and that were created prior to the violation of this EULA, but will mean that you cannot rebuild or distribute new products that contain the SOFTWARE.

Neither the name of the copyright holder(s) nor the names of any contributors may be used to endorse or promote products derived from or using this software without specific prior written permission. Also DIVELEMENTS will not be held responsible for support requests for products developed using the SOFTWARE.

RESTRICTIONS

1. You agree not to compete with DIVELEMENTS by rebranding, repackaging, renaming or otherwise directly extending the SOFTWARE. Applications developed using the SOFTWARE must not be used for a similar purpose as the SOFTWARE itself. The SOFTWARE must only be used to add value to existing applications.
2. This license is not transferable and you may not sell, rent, sub-license or otherwise make available this license to any third party without prior written consent from DIVELEMENTS. In the case where consent is given, the third party must agree to abide by the terms of this license agreement. You may assign this license to a third party acquiring all or substantially all of your business if the third party agrees to abide by the terms of this EULA. In this situation DIVELEMENTS must be notified but consent does not have to be sought.
3. The only distributable portions of the SOFTWARE are those files marked redistributable at the top of this document. No other portion of the software may be distributed except for storage purposes. When stored the SOFTWARE must be stored as a whole, with all associated files and media.
4. You agree not to modify, decompile, disassemble, reverse engineer or otherwise deface any part of the SOFTWARE.

LIMITED WARRANTY

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This license is subject to change without notice in future updates to the SOFTWARE and such changes will be binding on any future licenses entered into between DIVELEMENTS and you.

Divelements SandBar

Divelements Software License Agreement

Copyright (c) 2005 by Divelements Limited.

Product: SandBar

License Type: Single Developer

Redistributables: sandbar.dll

END-USER LICENSE AGREEMENT FOR DIVELEMENTS SOFTWARE

IMPORTANT - This license ("EULA") is a legal agreement between you (an individual software developer) and Divelements Limited, its owners and contributors ("DIVELEMENTS") for the software product accompanying this EULA. The software product includes any associated media, documentation, source code, binaries and redistributables ("SOFTWARE"). By installing, copying or possessing this product you agree to be bound by the terms of this EULA. If you do not agree to any of the terms in this license document you must destroy all copies of the SOFTWARE in your possession.

The SOFTWARE is not sold, it is licensed. One license is required for every developer using the SOFTWARE on one computer at a time. The SOFTWARE is runtime royalty-free. DIVELEMENTS hereby grants to you a non-exclusive, worldwide, perpetual, irrevocable (except for a material breach of this EULA as set forth below), royalty-free license to use the SOFTWARE and distribute the redistributable portions of the SOFTWARE as combined with your products in accordance with this EULA. You may also grant your customers the right to use your products that contain the SOFTWARE.

The SOFTWARE is proprietary to DIVELEMENTS and ownership and copyright of the product is retained. Use of the product by anyone not covered by this license results in the immediate termination of the license along with your right to use the SOFTWARE, without notice. Such termination will not revoke your right to distribute or license any of your software products that contain the SOFTWARE in accordance with this EULA and that were created prior to the violation of this EULA, but will mean that you cannot rebuild or distribute new products that contain the SOFTWARE.

Neither the name of the copyright holder(s) nor the names of any contributors may be used to endorse or promote products derived from or using this software without specific prior written permission. Also DIVELEMENTS will not be held responsible for support requests for products developed using the SOFTWARE.

RESTRICTIONS

1. You agree not to compete with DIVELEMENTS by rebranding, repackaging, renaming or otherwise directly extending the SOFTWARE. Applications developed using the SOFTWARE must not be used for a similar purpose as the SOFTWARE itself. The SOFTWARE must only be used to add value to existing applications.
2. This license is not transferable and you may not sell, rent, sub-license or otherwise make available this license to any third party without prior written consent from DIVELEMENTS. In the case where consent is given, the third party must agree to abide by the terms of this license agreement. You may assign this license to a third party acquiring all or substantially all of your business if the third party agrees to abide by the terms of this EULA. In this situation DIVELEMENTS must be notified but consent does not have to be sought.
3. The only distributable portions of the SOFTWARE are those files marked redistributable at the top of this document. No other portion of the software may be distributed except for storage purposes. When stored the SOFTWARE must be stored as a whole, with all associated files and media.

4. You agree not to modify, decompile, disassemble, reverse engineer or otherwise deface any part of the SOFTWARE.

LIMITED WARRANTY

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This license is subject to change without notice in future updates to the SOFTWARE and such changes will be binding on any future licenses entered into between DIVELEMENTS and you.

Divelements Wizard Framework

Divelements Software License Agreement

Copyright (c) 2005 by Divelements Limited.

Product: Wizard Framework

License Type: Single Developer

Redistributables: wizardframework.dll

END-USER LICENSE AGREEMENT FOR DIVELEMENTS SOFTWARE

IMPORTANT - This license ("EULA") is a legal agreement between you (an individual software developer) and Divelements Limited, its owners and contributors ("DIVELEMENTS") for the software product accompanying this EULA. The software product includes any associated media, documentation, source code, binaries and redistributables ("SOFTWARE"). By installing, copying or possessing this product you agree to be bound by the terms of this EULA. If you do not agree to any of the terms in this license document you must destroy all copies of the SOFTWARE in your possession.

The SOFTWARE is not sold, it is licensed. One license is required for every developer using the SOFTWARE on one computer at a time. The SOFTWARE is runtime royalty-free. DIVELEMENTS hereby grants to you a non-exclusive, worldwide, perpetual, irrevocable (except for a material breach of this EULA as set forth below), royalty-free license to use the SOFTWARE and distribute the redistributable portions of the SOFTWARE as combined with your products in accordance with this EULA. You may also grant your customers the right to use your products that contain the SOFTWARE.

The SOFTWARE is proprietary to DIVELEMENTS and ownership and copyright of the product is retained. Use of the product by anyone not covered by this license results in the immediate termination of the license along with your right to use the SOFTWARE, without notice. Such termination will not revoke your right to distribute or license any of your software products that contain the SOFTWARE in accordance with this EULA and that were created prior to the violation of this EULA, but will mean that you cannot rebuild or distribute new products that contain the SOFTWARE.

Neither the name of the copyright holder(s) nor the names of any contributors may be used to endorse or promote products derived from or using this software without specific prior written permission. Also DIVELEMENTS will not be held responsible for support requests for products developed using the SOFTWARE.

RESTRICTIONS

1. You agree not to compete with DIVELEMENTS by rebranding, repackaging, renaming or otherwise directly extending the SOFTWARE. Applications developed using the SOFTWARE must not be used for a similar purpose as the SOFTWARE itself. The SOFTWARE must only be used to add value to existing applications.
2. This license is not transferable and you may not sell, rent, sub-license or otherwise make available this license to any third party without prior written consent from DIVELEMENTS. In the case where consent is given, the third party must agree to abide by the terms of this license agreement. You may assign this license to a third party acquiring all or substantially all of your business if the third party agrees to abide by the terms of this EULA. In this situation DIVELEMENTS must be notified but consent does not have to be sought.
3. The only distributable portions of the SOFTWARE are those files marked redistributable at the top of this document. No other portion of the software may be distributed except for storage purposes. When stored the SOFTWARE must be stored as a whole, with all associated files and media.
4. You agree not to modify, decompile, disassemble, reverse engineer or otherwise deface any part of the SOFTWARE.

LIMITED WARRANTY

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This license is subject to change without notice in future updates to the SOFTWARE and such changes will be binding on any future licenses entered into between DIVELEMENTS and you.

Janus Windows Forms Controls

LICENSE AGREEMENT

Janus Systems – Janus WinForms Controls Suite v 3.0

IMPORTANT: Read This License Carefully.

This License Agreement ("LICENSE") is a legal agreement between the Licensee (either an individual or a single entity) and Janus Systems SA (Janus Systems) for the software product identified above, which includes computer software and may include associated "online" or electronic documentation ("SOFTWARE PRODUCT").

The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to you by Janus Systems.

By installing, copying, downloading, accessing, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this LICENSE. If you do not agree to all the terms of this LICENSE, do not install or use the SOFTWARE PRODUCT; you may, however, return it to your place of purchase for a full refund, if relevant.

SOFTWARE PRODUCT LICENSE

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed, not sold.

1. LICENSE TO USE SOFTWARE PRODUCT.

1.1 LICENSE GRANT. If Licensee is an entity, Janus Systems grants him the right to designate one individual within your organization to have the sole right to use the SOFTWARE PRODUCT in the manner provided below. Janus Systems grants to the Licensee as an individual, a personal, nonexclusive, non-transferable LICENSE to use one copy of this SOFTWARE PRODUCT. Licensee may use the Licensed Software only on one central processing unit with one input terminal. The SOFTWARE PRODUCT is in "use" on a computer when it is loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage device) of that computer. Licensee may not network the SOFTWARE PRODUCT or otherwise use it for development on more than one computer at the same time, for more than one developer at a time. Each developer working with the SOFTWARE PRODUCT must purchase a copy of the component for his/her own development needs.

1.2 SOURCE CODE. Licensee has no right of access to the source code of the SOFTWARE PRODUCT.

1.3 BETA, TRIAL or EVALUATION VERSIONS. Licensee may use the beta versions, trial versions, demonstration versions, evaluation versions and product tours of the SOFTWARE PRODUCT for the limited purposes of demonstrations, trials, design time evaluations and running a product tour. Licensee may not distribute any of the files provided with the beta, trial, demonstration or evaluation version.

2. DISTRIBUTION / REDISTRIBUTABLE CODE

2.1 SAMPLE CODE. In addition to the LICENSE granted in Section 1, Janus Systems grants the Licensee the right to use and modify the source code versions of those portions of the SOFTWARE PRODUCT which are identified in the documentation as the Sample Code and located in the \SAMPLES subdirectory(s) of the SOFTWARE PRODUCT, either on CD-ROM or electronic format (collectively "SAMPLE CODE"), provided Licensee complies with the Redistribution Requirements. Licensee may not distribute the SAMPLE CODE, or any modified version of the SAMPLE CODE, in source code form.

2.2 REDISTRIBUTABLE CODE. In addition to the LICENSE granted in Section 1, Janus Systems grants the Licensee a nonexclusive, royalty-free right to reproduce and distribute the object code version of those portions of the SOFTWARE PRODUCT identified in the SOFTWARE PRODUCT Help System, or on Janus Systems' website (<http://www.janusys.com>), as the REDISTRIBUTABLE FILES, provided Licensee complies with the redistribution requirements.

2.3 REDISTRIBUTION REQUIREMENTS. If Licensee redistributes the REDISTRIBUTABLE FILES, she/he agrees to (a) register her/his copy of the SOFTWARE with Janus Systems by using the registration form in www.janusys.com web site or via e-mail (registration@janusys.com), using the registration application installed with the software product (b) distribute the REDISTRIBUTABLE FILES in object code form only in conjunction with, and as part of her/his software application product which adds significant and primary functionality and which is designed, developed, and tested to operate in the

Microsoft Windows and/or Windows NT environments; (c) not use Janus Systems' name, logo or trademarks to market her/his software application product; (d) include a valid copyright notice on her/his SOFTWARE; (e) indemnify, hold harmless, and defend Janus Systems from and against any claims or lawsuits, including attorney's fees, that arise or result from the use and distribution of her/his software application product; and (f) not permit further distribution of the REDISTRIBUTABLE FILES by her/his end user.

2.4 LIMITATIONS. Distribution by the Licensee of any designers or design-time assistants (EXE's OCX's or DLL's), executables, source code, distributed by Janus Systems as part of this SOFTWARE PRODUCT and not identified as a redistributable file is prohibited. Redistribution by Licensee's users of Janus Systems' DLL's and OCX's or Licensee modified or wrapped version of Janus Systems DLL's and OCX's without the appropriate redistribution LICENSE is prohibited.

Licensee shall not develop applications that provide an application programmable interface to the SOFTWARE PRODUCT or the SOFTWARE PRODUCT as modified. Licensee shall not develop applications that substantially duplicate the capabilities of the SOFTWARE PRODUCT or, in the reasonable opinion of Janus Systems, compete with it.

Licensee MAY NOT distribute the SOFTWARE PRODUCT, in any format, to other users for development or compiling purposes. In particular, if Licensee creates a control using the SOFTWARE PRODUCT as a constituent control, Licensee MAY NOT distribute the control created with the SOFTWARE PRODUCT (in any format) to users for being used at design time and/or for development purposes.

3. ADDITIONAL RIGHTS AND LIMITATIONS

3.1 RESTRICTIONS. Licensee may not alter, assign, create derivative works, decompile, disassemble, distribute, give, lease, loan, modify, rent, reverse engineer, sell, sub-license, transfer or translate in any way, by any means or any medium, including telecommunications, the SOFTWARE PRODUCT or Documentation (except as specifically and expressly provided above for "redistributable files"). Licensee will use its best efforts and take all reasonable steps to protect the SOFTWARE PRODUCT from unauthorized use, copying or dissemination.

3.2 SUPPORT SERVICES. Janus Systems may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the policies and programs described in "online" documentation and/or in other Janus Systems provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this LICENSE. With respect to technical information you provide to Janus Systems as part of the Support Services, Janus Systems may use such information for its business purposes, including for product support and development. Janus Systems will not utilize such technical information in a form that personally identifies Licensee.

3.3 The SOFTWARE PRODUCT is licensed as a single product and the software programs comprising SOFTWARE PRODUCT may not be separated.

3.4 TERMINATION. If either the SOFTWARE PRODUCT or Documentation is used in any way not expressly and specifically permitted by this LICENSE, then the LICENSE shall immediately terminate. Upon the termination of the LICENSE, Licensee shall thereafter make no further use of the SOFTWARE PRODUCT or Documentation, and Licensee shall return all licensed materials, postage prepaid.

4. UPGRADES, ENHANCEMENTS AND UPDATES. From time to time, at its sole discretion, Janus Systems may provide enhancements, updates, or new versions of the SOFTWARE PRODUCT on its then standard terms and conditions thereof. This Agreement shall apply to such enhancements.

Licensee is not entitled to updates or upgrades of the SOFTWARE PRODUCT or Documentation.

5. **COPYRIGHT.** All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Janus Systems or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This LICENSE grants Licensee no rights to use such content. Janus Systems reserves all rights not expressly granted.

Licensee MAY NOT COPY the SOFTWARE PRODUCT or Documentation (except as specifically and expressly provided below for "redistributable files"); provided, however, that Licensee may make one (1) copy of the SOFTWARE PRODUCT and the associated electronic documentation for archival/backup purposes. This copy will have to be labeled externally as such and show that use is subject to this LICENSE.

6. **LIMITED WARRANTY.** Licensee assumes all responsibility for the selection of the SOFTWARE PRODUCT as appropriate to achieve the results she/he intends. The SOFTWARE PRODUCT and documentation are not represented to be error-free. Janus Systems warrants that (a) the SOFTWARE PRODUCT shall perform substantially as described in its documentation for a period of ninety (90) days from purchase, and (b) any Support Services provided by Janus Systems shall be substantially as described in our accompanying materials, and our Support Team will make commercially reasonable efforts to solve any problem covered by our warranty. EXCEPT FOR THE FOREGOING LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND OF FITNESS FOR A PARTICULAR PURPOSE.

7. **CUSTOMER REMEDIES.** Janus Systems' entire liability and Licensee's exclusive remedy shall be, at Janus Systems' option, either (a) return of the price paid or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet Janus Systems' Limited Warranty and which is returned to Janus Systems with a copy of Licensee's receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

8. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by law, in no event shall Janus Systems or its suppliers be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of use of or inability to use this SOFTWARE PRODUCT, or the failure to provide Support Services, even if Janus Systems or its dealer have been advised of the possibility of such damages. In any case, Janus Systems' entire liability under any provision of this LICENSE shall be limited to the greater of the amount actually paid by the licensee for the SOFTWARE PRODUCT or U.S.\$5.00.

Some states do not allow the exclusion or limitation of certain implied warranties or the limitation of the foregoing warranty or the exclusion or limitation of incidental or consequential damages, in which case and to the extent such exclusion or limitation is not allowed some of the foregoing limitations and exclusions may not apply to Licensee.

9. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The licensed SOFTWARE PRODUCT and documentation have been developed exclusively at private expense and are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to

restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 242.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 42.227-19, as applicable. Manufacturer is Janus Systems SA, International TechnoPark of Panama, Building 218, City of Knowledge (Clayton) Panama, Republic of Panama.

10. GENERAL PROVISION. Licensee shall have no right to sub-license any of the rights of this agreement, for any reason. In the event of the breach by Licensee of this Agreement, she/he shall be liable for all damages to Janus Systems, and this Agreement shall be terminated. If any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions of this Agreement shall not be affected or impaired thereby. In the event of a legal proceeding arising out of this Agreement, the prevailing party shall be awarded all legal costs incurred.

This Agreement constitutes the entire agreement between the parties for the supply of the SOFTWARE PRODUCT and its associated documentation and supersedes all prior arrangements, agreements, representations, and undertakings. This Agreement may not be changed or modified except by a written instrument duly executed by each of the parties hereto.

MISCELLANEOUS. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Republic of Panama. Each party consents to the personal jurisdiction of the Republic of Panama and agrees to commence any legal proceedings arising out of this LICENSE shall be conducted solely in the courts located in Panama.

Licensee shall be responsible for the payment of all taxes, duties, or levies that may now or hereafter be imposed by any authority upon this Agreement for the supply, use, or maintenance of the SOFTWARE PRODUCT, and if any of the foregoing taxes, duties, or levies are paid at any time by Janus Systems, Licensee shall reimburse Janus Systems in full upon demand.

ACKNOWLEDGEMENTS. Licensee acknowledges that she/he has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Copyright (C) 1998-2006. Janus Systems SA. All rights reserved

Telerik r.a.d. Controls

Telerik End-User License Agreement

By purchasing, installing, or otherwise using the product identified above and/or its related materials, you agree to be bound by the terms and conditions of this License Agreement. Check the box "I have read and agree to the License Agreement" if you agree.

IMPORTANT – READ CAREFULLY: This license agreement (“LICENSE”) is a legal agreement between you (either an individual or a single entity, also referred to as "LICENSEE", "YOU") and Telerik Corp., ("TELERIK"), for the software containing this LICENSE which may also include the software’s source code written in a high-level computer language, associated media, printed materials, and "online" or electronic documentation (collectively referred to as “SOFTWARE”).

Any earlier license we may have granted to you for the use of earlier versions of the SOFTWARE is replaced by this LICENSE.

SOFTWARE PRODUCT LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties and contains confidential information and trade secrets. TELERIK retains all rights not expressly granted to you in this LICENSE.

I. GRANT OF LICENSE

TELERIK hereby grants to you, and you accept, a non-exclusive, non-transferable license to install, copy, use and modify the SOFTWARE only as authorized below.

This license grants you no rights to the "2007 Microsoft Office System User Interface". For appropriate license, please, contact Microsoft directly.

1. TRIAL LICENSE

You are granted a license for evaluation purposes only. You are authorized to install, copy, and use the SOFTWARE for the sole purpose of testing its functionality. You are not allowed to integrate it in end products or use it for any commercial purpose.

2. DEVELOPER LICENSE The SOFTWARE is licensed per Developer seat. This means that each individual using or otherwise accessing the SOFTWARE for development purposes must obtain the right to do so by purchasing an individual product license.

You may make copies on more than one computer, as long as the use of the SOFTWARE is by the same licensed developer. 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 disk or other storage device) of that computer for development purposes. If you install the SOFTWARE on a network server for the sole purpose of internal distribution among licensed developers this is not considered "use" of the SOFTWARE.

2-1. Redistribution rights:

All product licenses are perpetual and royalty-free. You can ship the SOFTWARE as part of solutions for internal company use, hosted applications, commercial solutions deployed at end-users' sites or shrink-wrapped software (PACKAGED PRODUCTS) in which the SOFTWARE is integrated.

You may distribute the SOFTWARE provided that:

- You reasonably ensure that the SOFTWARE is not distributed in any form that allows it to be reused by any application other than your solution. Technical guidelines will be provided upon request, please contact support@telerik.com for more details.
- You need to duly inform your customers that they are not allowed to use the SOFTWARE independently from your solution. For use of the SOFTWARE in design-time (i.e. within a development environment such as Microsoft Visual Studio) your customers need to purchase the appropriate number of Developer Licenses from TELERIK.
- You need to include a valid copyright message in your solution in a location viewable by the end-users (e.g. "About" box).

2-2. Silver Support:

As part of your license you are entitled to "Silver" Support Package which guarantees response within 48 hours.

3. DEVELOPER LICENSE PLUS SUBSCRIPTION AND SOURCE CODE LICENSE

You are granted 1 (one) Developer License as defined above. In addition you are entitled to a 1 Year Subscription, Source Code and Gold Support Package.

3-1. Subscription

You are entitled to receive all version updates for the SOFTWARE for a period of 1 (one) year.

3-2. Source Code As part of the DEVELOPER PLUS SUBSCRIPTION AND SOURCE CODE LICENSE you are granted the right to view and modify the SOFTWARE's source code only as authorized below:

- The SOFTWARE's source code is provided to the licensed developer for the sole purposes of education and troubleshooting. The SOFTWARE's source code cannot be used as a basis of development of derivative works or other software products.
- Under no circumstances may any portion of the SOFTWARE's source code or any modified version of the source code be distributed, disclosed or otherwise made available to any third party.
- TELERIK DOES NOT provide technical support for modified source code.
- _ The SOFTWARE's source code is provided as is. Refunds are not available for licenses that include source code.
- In the event you develop any troubleshooting-related modifications of the SOFTWARE, either independently or jointly with TELERIK, such modifications and all rights associated therewith will be the exclusive property of TELERIK. You are granted the right to use such modifications as set forth in this agreement.
- You acknowledge that the SOFTWARE's source code contains valuable and proprietary trade secrets of TELERIK. All individuals employed by or belonging to your entity agree to expend every effort to insure its confidentiality. You agree to assume full responsibility for such employees' or contractors' use, or misuse, of such disclosed source code as if it was your use. These obligations shall not apply to any information generally available to the public, independently developed or obtained without reliance on TELERIK information, or approved in writing for release by TELERIK without restriction.

3-3. Gold Support:

As part of your license you are entitled to "Gold" Support Package which guarantees response within 24 hours.

II. OTHER RIGHTS AND LIMITATIONS

- At no time may the SOFTWARE be used for development purposes by other individuals than the licensed developer(s).
- The SOFTWARE may not be distributed for use with solutions or PACKAGED PRODUCTS other than those developed by you.
- The SOFTWARE may not be distributed part of products that have the same or substantially the same primary functionality. (Example for RadControls for ASP.NET: you may purchase Telerik RadEditor for ASP.NET and create a blog application/component. However, you cannot wrap RadMenu and offer it as a SharePoint WebPart or DNN menu skin object, since its primary functionality would be substantially the same as the SOFTWARE.
- You are not allowed to resell, transfer, rent, lease, or sublicense the SOFTWARE and your associated rights. Under no circumstances shall you grant further redistribution rights to the end-users of your solution.
- You may not use the TELERIK product names, logos or trademarks to market YOUR SOFTWARE.
- You are not allowed to disassemble, decompile or "unlock", decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of SOFTWARE provided in object code form only.
- You are not allowed to use, copy, modify, or merge copies of the SOFTWARE and any accompanying documents except as permitted in this LICENSE.

- You agree to indemnify, hold harmless, and defend TELERIK and its resellers from and against any and all claims or lawsuits including attorney's fees that arise or result from the use or distribution of YOUR SOFTWARE

III. DELIVERY

TELERIK shall deliver to LICENSEE a master copy of the SOFTWARE licensed hereunder in electronic files only. Documentation shall also be provided in electronic format.

IV. UPGRADES

You are eligible for free minor upgrades (e.g. v.1.5 to v.1.8), patches, and bug-fixes for the SOFTWARE, including source code if applicable. SOFTWARE labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this LICENSE.

If you have purchased a "DEVELOPER PLUS SUBSCRIPTION AND SOURCE CODE LICENSE" you are entitled to receive all version updates for the SOFTWARE period of 1 (one) year.

V. TERMINATION

This LICENSE shall last as long as you use the SOFTWARE in compliance with this LICENSE. TELERIK may terminate this LICENSE if you fail to comply with any of the terms and conditions herein. In such event you agree to remove and destroy all copies of the SOFTWARE and any applicable source code.

TELERIK reserves the right to discontinue at any time any product, shall it be offered individually or as a part of a product SUITE. However, TELERIK is obligated to provide the proper level of support for all discontinued products for a period of 1 (one) year after the date of discontinuance.

VI. COPYRIGHT

All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text, incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, and any trademarks or service marks of TELERIK are owned by TELERIK. All title and intellectual property rights in and to the content that may be accessed through use of the SOFTWARE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This LICENSE grants you no rights to use such content.

VII. LIMITED WARRANTY

TELERIK warrants solely that the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days. TELERIK does not warrant the use of the SOFTWARE will be uninterrupted or error free at all times and in all circumstances, nor that program errors will be corrected. This limited warranty shall not apply to any error or failure resulting from (i) machine error, (ii) LICENSEE's failure to follow operating instructions, (iii) negligence or accident, or (iv) modifications to the SOFTWARE by any person or entity other than TELERIK. In the event of a breach of warranty, LICENSEE 's sole and exclusive remedy, is repair of all or any portion of the SOFTWARE. If such remedy fails of its essential purpose, LICENSEE 's sole remedy and TELERIK's maximum liability shall be a refund of the paid purchase price for the defective SOFTWARE only. This limited warranty is only valid if TELERIK receives written notice of breach of warranty within thirty days after the warranty period expires.

VIII. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TELERIK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR

CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, TELERIK'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE LICENSE FEES LICENSEE PAID TO TELERIK FOR THE PRODUCT GIVING RISE TO SUCH DAMAGES, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE. TELERIK IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS ACCESSED THROUGH THE PRODUCT AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT. ANY DATA INCLUDED IN A PRODUCT UPON SHIPMENT FROM TELERIK IS FOR TESTING USE ONLY AND TELERIK HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING THEREFROM. THE EXTENT OF TELERIK'S LIABILITY FOR THE LIMITED WARRANTY SECTION SHALL BE AS SET FORTH THEREIN.

IX. MISCELLANEOUS

This License will be governed by the law of the State of Massachusetts, U.S.A. If any provision of this LICENSE is to be held unenforceable, such holding will not affect the validity of the other provisions hereof. Failure of a party to enforce any provision of this LICENSE shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

This License represents the entire understanding between the parties with respect to its subject matter.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION OF THE SOFTWARE PRODUCT, BY LOADING OR RUNNING THE SOFTWARE PRODUCT, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN TELERIK AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES.

Chilkat

Chilkat Software License

PLEASE READ THIS AGREEMENT BEFORE OPENING THIS SOFTWARE PACKAGE. IF YOU OPEN THIS PACKAGE OR KEEP IT FOR MORE THAN THIRTY (30) DAYS, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT OPEN THIS SOFTWARE PACKAGE. YOU MAY ONLY UNLOCK AND/OR USE THE SOFTWARE FOR WHICH YOU HAVE A PAID-UP LICENSE OR FOR WHICH YOU HAVE LEGALLY RECEIVED AN UNLOCK KEY.

(1) DEFINITION OF TERMS

"Documentation": any explanatory written or on-line material including, but not limited to, user guides, reference manuals and HTML files.

"Licensee": shall refer to the individual licensee, whether as an individual programmer, company, or other organization.

"Software": All material in this distribution including, but not limited to, one or more of the following: source code, object code, byte code, dynamic-link libraries, shared libraries, static libraries, header files, executables, scripts, sample programs, utility programs, makefiles and Documentation.

"Licensed Software": the Software for which Licensee has paid the applicable license fee and received an authorized unlock key.

"Software Application Programming Interface ("API")": the set of access methods, whether provided by Chilkat Software, third parties, or developed by Licensee, through which the programmatic services provided by the Licensed Software are made available.

"End-User Software Product": an application developed by Licensee intended for execution on a computer, that makes use of the Licensed Software in its implementation.

The Licensed Software contains certain runtime libraries and files intended for duplication and distribution by Licensee within End User Software Products to the user(s) of the End User Software Product(s) (the Redistributable Components). The Redistributable Components are those files specifically designated as being distributable as part of the Licensed Software.

SPECIAL LIMITED TERM EVALUATION LICENSE

If Licensee has been provided with a copy of the Software for evaluation purposes, Chilkat Software, Inc. ("Chilkat") grants to Licensee, subject to the terms of this Single User License Agreement (excluding Section 3, under which Licensee has no rights) a non-exclusive, non-transferable, non-concurrent limited internal use license for evaluation purposes only. This license is for a period of thirty (30) days, commencing upon receipt of the Software, or, if received electronically, from Licensees initial downloading date, to evaluate the Software. If the Software is acceptable, Licensee agrees to promptly notify his Chilkat Sales Representative. Otherwise, Licensee shall immediately cease any further use of the Software and destroy all copies of the Software (including the original) and related Documentation provided to Licensee by Chilkat.

(2) GENERAL

The Software is owned by Chilkat Software, Inc. ("Chilkat") and is protected by U.S. copyright laws and other laws and by international treaties. It is intended for use by a software programmer who has experience using development tools and class libraries.

(3) LICENSE GRANTS

(a) Per-developer license. Subject to the terms and conditions of this Agreement, Chilkat grants to Licensee the perpetual, non-exclusive, non-transferable, world-wide license for one (1) developer to (i) install and use the Licensed Software on any number of computers, and (ii) use the associated user documentation and online help.

(b) Site-wide license. If you have purchased a site-wide license, the following rights apply notwithstanding section 3(a): Subject to the terms and conditions of this Agreement, Chilkat grants to Licensee the perpetual, non-exclusive, non-transferable, world-wide license for any number of developers at a single Licensee's office location to (i) install the Licensed Software on any number of computers across Licensee's enterprise, and (ii) use the associated user documentation and online help.

Licensee may also:

(i) Make one backup copy of the Licensed Software solely for archival and disaster-recovery purposes, or transfer the Licensed Software to a hard disk and keep the original copy solely for archival and disaster-recovery purposes; and

(ii) Reproduce and distribute the Redistributable Components directly or indirectly for any number of applications to any number of end users and Licensee's Authorized OEMs, VARs and Distributors, through customary distribution channels, world wide, on a royalty free basis provided that such distribution is (i) in conjunction with an End User Software Product developed by Licensee using the Licensed Software and (ii) the Licensed Software is not the sole or primary component of such End User Software Product.

(iii) The license rights granted under this Agreement do not apply to development and distribution of software development products or toolkits of any kind that are destined to be used by software developers other than Licensee(s) that are Authorized.

Licensee has no rights to use the Licensed Software beyond those specifically granted in this section.

(4) LICENSE RESTRICTIONS

EXPORT CONTROLS: If the Software is for use outside the United States of America, Licensee agrees to comply with all relevant regulations of the United States Department of Commerce and with the United States Export Administration Act to insure that the Software is not exported in violation of United States law.

Notwithstanding any provisions in this Agreement to the contrary, Licensee may not distribute any portion of the Software other than the Redistributable Components.

In addition, Licensee may not decompile, disassemble, or reverse engineer any object code form of any portion of the Software.

(5) TITLE

Licensee acknowledges and agrees that all right, title and interest in and to the Software, including all intellectual property rights therein, are the property of Chilkat, subject only to the licenses granted to Licensee under this Agreement. This Agreement is not a sale and does not transfer to the Licensee any title or ownership in or to the Software or any patent, copyright, trade secret, trade name, trademark or other proprietary or intellectual property rights related thereto.

(6) NON-TRANSFERABILITY

Except for Licensees rights to distribute the Redistributable Components, Licensee may not rent, transfer, assign, sublicense or grant any rights in the Software, in full or in part, to any other person or entity without Chilkats written consent, except that this agreement may be assigned to a successor of Licensee in the case that all or substantially all of the assets or equity of Licensee are acquired by the successor.

(7) LIMITED WARRANTIES

Chilkat warrants to Licensee that the Licensed Software will substantially perform the functions described in the Documentation for a period of thirty (30) days after the date of delivery of the Licensed Software to Licensee. Chilkats sole and exclusive obligation, and Licensees sole and exclusive remedy, under this warranty is limited to Chilkats using reasonable efforts to correct material, documented, reproducible defects in the Licensed Software that Licensee describes and documents to Chilkat during the thirty (30) day warranty period. In the event that Chilkat fails to correct a material, documented, reproducible defect during this period, Chilkat may, at Chilkats discretion, replace the defective Licensed Software or refund to Licensee the amount that Licensee paid Chilkat for the defective Licensed Software and cancel this Agreement and the licenses granted herein. In such event, Licensee agrees to return to Chilkat all copies of the Licensed Software (including the original).

Chilkat warrants that it owns the intellectual property contained in the Licensed Software and that the Licensed Software does not infringe any intellectual property or proprietary rights of any third party.

Chilkat agrees to indemnify, defend and hold Licensee harmless from and against any claims or lawsuits, including reasonable attorney's fees, which arise or result from the Licensed Softwares infringing the intellectual property or proprietary rights of a third party. The indemnity explicitly excludes infringements caused by the combination of the Licensed Software and any End User Software Products created, sold, or marketed by Licensee.

Chilkat also warrants that the physical media on which the Licensed Software is delivered to Licensee (unless the Licensed Software is downloaded electronically by Licensee and no media is supplied by Chilkat) will be free from defects in manufacturing and workmanship for a period of thirty (30) days from the date of delivery. Chilkat will, at Chilkats expense, replace any defective media returned to Chilkat within thirty (30) days of the date of delivery of the media to Licensee.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, CHILKAT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS AND LICENSEE MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

(8) LIMITATION OF LIABILITY

IN NO EVENT SHALL CHILKAT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, REVENUES, DATA OR OTHER ECONOMIC ADVANTAGE) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF CHILKAT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

(9) TERMINATION

Chilkat reserves the right, at its sole discretion, to terminate this Agreement upon written notice if Licensee has breached the terms and conditions hereof. Licensee to be provided written notification of breach and reasonable time to cure breach. Licensee may terminate this Agreement at any time by ceasing to use the Licensed Software and by destroying all copies of the Licensed Software (including the original). Sections 4, 5, 6, 7, 8, 9 and 10 survive any termination of this Agreement and apply fully to any termination. Unless terminated as provided herein by either party, this Agreement shall remain in effect. Termination will not affect end user licenses of the End User Software Product which contain the Redistributable Components which were distributed by Licensee prior to termination.

(10) MISCELLANEOUS

Applicable Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws principles and without regard to the 1980 U.N. Convention on Contracts for the International Sale of Goods. The federal and state courts of Illinois shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement, and Licensee expressly consents to (i) the personal jurisdiction of the state and federal courts of Illinois, and (ii) service of process being effected upon Licensee by registered mail.

Limitation of Actions. No action, regardless of form, may be brought by either party more than twelve (12) months after the cause of action has arisen, except that either party may bring an action relating to its intellectual property rights at any time. No such claim may be brought unless Chilkat has first been given commercially reasonable notice, a full written explanation of all pertinent details (including copies of all materials), and a good faith opportunity to resolve the matter.

Invalidity and Waiver. Should any provision of this Agreement be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby. The failure of any party to enforce any of the terms or conditions of this Agreement, unless waived in writing, will not constitute a waiver of that party's right to enforce each and every term and condition of this Agreement.

U.S. Government Restricted Rights. The Licensed Software is provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Chilkat Software, Inc., 1719 E Forest Ave, Wheaton, Illinois 60187 USA.

LICENSEE ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSEE AND CHILKAT WHICH SUPERSEDES ANY PROPOSAL OR PRIOR OR CONTEMPORANEOUS AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Data Dynamics ActiveReports

License Agreement and Limited Warranty

ActiveReports for .NET 3.0

Please read carefully before installing this software package. Your installation of the package indicates your acceptance of the terms and conditions of this license agreement. Contact Data Dynamics if you have any questions about this license.

The Product (libraries and object code) is proprietary to Data Dynamics, Ltd. and is protected by Federal Copyright Law. Data Dynamics retains the title to and ownership of the Product. You are licensed to use this Product on the following terms and conditions:

LICENSE - The Product is licensed per software application developer ("developer"). Licensee is defined as the person or entity that pays consideration for the license to use the Product. Data Dynamics hereby grants the Licensee a nonexclusive License authorizing one, and only one, developer at a time to use the Product for development purposes. The Licensee is also permitted to distribute applications containing the files designated below on a royalty free basis. The use of this License does not create any kind of partnership or joint ownership interest in the Licensee's proprietary applications. Please contact Data Dynamics if you require additional Licenses. Licensee may incorporate the sample code into Licensee's applications. Use of this product by more than one developer at a time terminates, without notification, this License and the right to use this product.

LICENSEE MAY NOT: Distribute, rent, sub-license or otherwise make available to others the software or documentation or copies thereof, except as expressly permitted in this License without prior written consent from Data Dynamics. In the case of an authorized transfer, the transferee must agree to be bound by the terms and conditions of this License Agreement.

RESTRICTIONS: - Licensee may use this Product in Licensee's business application for sale or distribution as long as

1. The product that Licensee produces and/or distributes is NOT a software development product; a product that is sold primarily to software developers or system integrators or a development environment of any kind. Please contact Data Dynamics, Ltd. for special commercial licensing provisions in these circumstances.

2. The software serial number and Licensee must be registered with Data Dynamics in order to receive support or distribution rights.
3. Licensee may not remove any proprietary notices, labels, trademarks on the software or documentation.
4. Licensee may not modify, de-compile, disassemble, reverse engineer or translate the software.

FILES THAT MAY BE DISTRIBUTED WITH LICENSEE'S APPLICATION:

Standard Edition License:

ACTIVEREPORTS3.DLL, ACTIVEREPORTS.CHART.DLL,
ACTIVEREPORTS.VIEWER3.DLL ACTIVEREPORTS.INTEROP.DLL,
ACTIVEREPORTS.XLSEXPORT.DLL, ACTIVEREPORTS.HTMLEXPORT.DLL,
ACTIVEREPORTS.PDFEXPORT.DLL, ACTIVEREPORTS.RTFEXPORT.DLL,
ACTIVEREPORTS.TEXTEXPORT.DLL, ACTIVEREPORTS.TIFFEXPORT.DLL

Professional Edition License:

ACTIVEREPORTS.DESIGN3.DLL and ACTIVEREPORTS.WEB.DLL in addition to the Standard Edition files.

US GOVERNMENT RESTRICTED RIGHTS - Use, duplication or disclosure by the United States Government is subject to restrictions as set forth under DFARS 252.227-7013 or in FARS 52.227-19 Commercial Computer Software - Restricted Rights.

TERM - Licensee may terminate its License and this Agreement at any time by destroying all copies of the Product and Product Documentation. This License and this Agreement will also terminate automatically if Licensee fails to comply with any term or condition in this Agreement.

LIMITED WARRANTY - This software and documentation are sold "as is" without any warranty as to their performance, merchantability or fitness for any particular purpose. Licensee assumes the entire risk as to the quality and performance of the software. Data Dynamics warrants that the media on which the Program is furnished will be free from any defects in materials. Exclusive remedy in the event of a defect is expressly limited to the replacement of media. In no event shall Data Dynamics or anyone else who has been involved in the creation, development, production, or delivery of this software be liable for any direct, incidental or consequential damages, such as, but not limited to, loss of anticipated profits, benefits, use, or data resulting from the use of this software, or arising out of any breach of warranty.

DevComponents DotNetBar

This license agreement covers all existing versions of DotNetBar Component.

DevComponents.com reserves all rights not expressly granted here.

IF YOU PURCHASE THE SOURCE CODE THE SALE IS FINAL. A SOURCE CODE LICENSE INCLUDES 1 (ONE) DOTNETBAR DESIGN-TIME LICENSE.

You will need one license of DotNetBar for each developer on your project. DotNetBar is run-time royalty free. Site license provides design-time license for all developers employed by the company within 5 miles radius of one department/address within company or for up to 20 developers employed by the company at separate geographic locations. Enterprise world-wide license provides design-time license for all developers employed by the company world-wide.

Microsoft Office 2007 adds new User Interface capabilities for organizing and navigating applications. DotNetBar installs these UI capabilities as part of its component suite. The Office 2007 User Interface capabilities include:

- The Ribbon
- Application Menu
- Contextual Tabs
- Keytips
- Galleries

When using the Microsoft Office 2007 UI capabilities provided as part of DotNetBar Suite for Windows Forms, be aware that the DotNetBar Suite license grants you no rights to the Microsoft office 2007 UI. For more information and to obtain such license visit <http://msdn.microsoft.com/officeui>

The product in this package (libraries and object code) is proprietary to DevComponents.com and is protected by Federal Copyright Law. DevComponents.com retains the title to and ownership of the Product. You are licensed to use this Product on the following terms and conditions:

LICENSE - The licensee is defined as a single company site/office utilizing the Product. This license is not for an entire company but for a single physical site/office within the company. DevComponents.com hereby grants the licensee a nonexclusive license authorizing the licensee to use the enclosed Product on any computer at single company site for development purposes. Please contact DevComponents.com if you require additional licenses. You may incorporate the sample code into your applications. Use of this product by anyone other than the licensee terminates, without notification, this license and the right to use this product.

If source code is purchased YOU MAY NOT distribute or sell the source code, repacked, recompiled, renamed or compiled except as expressly permitted in this License, see Restrictions. You also agree that you will not compete against DevComponents.com by using source code to develop and sell similar products or by repackaging, recompiling, compiling or renaming the product you purchased source code for. If you purchased the source code and you make your own builds you must change the assembly file name. All other restrictions still apply.

YOU MAY NOT: Distribute, rent, sub-license or otherwise make available to others the software or documentation or copies thereof, except as expressly permitted in this License without prior written consent from DevComponents.com. In the case of an authorized transfer, the transferee must agree to be bound by the terms and conditions of this License Agreement.

RESTRICTIONS: - You may use this Product in your business application for sale or distribution as long as:

The product that you produce and/or distribute is NOT a product that is similar or only extends DotNetBar Component functionality in any way. Please contact DevComponents.com for special commercial licensing provisions in these circumstances. The software serial number and user must be registered with DevComponents.com in order to receive support or distribution rights. You may not remove any proprietary notices, labels, and trademarks on the software or documentation. DotNetBar may not be distributed for any other purpose than to accompany software that you have developed using DotNetBar. You may not remove the licensing code from DotNetBar if you are compiling the custom versions using source code license.

You may not modify, decompile, disassemble, reverse engineer or translate the software.

FILES THAT MAY BE DISTRIBUTED WITH YOUR APPLICATION:
 DEVCOMPONENTS.DOTNETBAR.DLL, DEVCOMPONENTS.DOTNETBAR2.DLL

US GOVERNMENT RESTRICTED RIGHTS - Use, duplication or disclosure by the United States Government is subject to restrictions as set forth under DFARS 252.227-7013 or in FARS 52.227-19 Commercial Computer Software - Restricted Rights.

TERM - You may terminate your License and this Agreement at anytime by destroying all copies of the Product and Product Documentation. They will also terminate automatically if you fail to comply with any term or condition in this Agreement.

LIMITED WARRANTY - THIS SOFTWARE AND DOCUMENTATION ARE SOLD "AS IS" WITHOUT ANY WARRANTY AS TO THEIR PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE LICENSEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. YOU USE "DOTNETBAR" AT YOUR OWN RISK. THE AUTHOR WILL NOT BE LIABLE FOR DATA LOSS, DAMAGES, LOSS OF PROFITS OR ANY OTHER KIND OF LOSS WHILE USING OR MISUSING THIS SOFTWARE. DEVCOMPONENTS.COM WARRANTS THAT THE DISKETTES ON WHICH THE PROGRAM IS FURNISHED WILL BE FREE FROM ANY DEFECTS IN MATERIALS. EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IS EXPRESSLY LIMITED TO THE REPLACEMENTS OF DISKETTES. IN NO EVENT SHALL DEVCOMPONENTS.COM OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, DEVELOPMENT, PRODUCTION, OR DELIVERY OF THIS SOFTWARE BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, BENEFITS, USE, OR DATA RESULTING FROM THE USE OF THIS SOFTWARE, OR ARISING OUT OF ANY BREACH OF WARRANTY.

INSTALLING AND USING DOTNETBAR SIGNIFIES ACCEPTANCE OF THESE TERMS AND CONDITIONS OF THE LICENSE.

THE TERMS OF THIS LICENSE, AS WELL AS THE DOTNETBAR INTERFACE DESIGN AND FILE FORMATS ARE SUBJECTS OF CHANGES IN FUTURE VERSIONS OF DOTNETBAR.

If you do not agree with the terms of this license you must remove DotNetBar files from your storage devices and cease to use the product.

Xceed DataGrid for WPF

Xceed Software License Agreement

Revised January 23rd, 2007

IMPORTANT NOTICE

PLEASE READ THIS CONTRACT CAREFULLY. BY USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT INSTALL OR OTHERWISE USE THIS SOFTWARE. IF YOU ACQUIRED THE SOFTWARE WITHOUT AN OPPORTUNITY TO REVIEW THIS LICENSE AND YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST IMMEDIATELY CEASE AND DESIST USING THE SOFTWARE AND MAY RETURN IT, WITH PROOF OF PAYMENT, TO THE LOCATION FROM WHICH IT WAS OBTAINED FOR A FULL REFUND OF THE AMOUNT YOU ORIGINALLY PAID.

Custom License Agreements Available. If you wish to obtain a custom license agreement with alternate terms and conditions, contact Xceed at licensing@xceed.com for instructions and pricing

This License Agreement ("Agreement") is a legal agreement between Xceed Software Inc. ("Xceed"), a Quebec corporation, principally located in Longueuil, Quebec, Canada and you, the user ("Licensee"), is effective the date Licensee installs, downloads, copies or otherwise Uses, in whole or in part, an Xceed software product ("Software"), and is limited to the specific version installed, downloaded, copied or otherwise Used by Licensee. Herein, "Use", "Uses" or "Used" means to access any of the files that are included with the Software, to develop an application that makes use of the Software, to consult any of the documentation included with the Software, or to otherwise benefit from using the Software.

The Software is licensed, not sold. If Licensee has legitimately obtained a registered license for the Software from Xceed or an authorized reseller, Licensee is considered to be an authorized (“Authorized”) licensee.

1. GRANT OF INSTALL LICENSE

Xceed grants Licensee royalty-free, non-exclusive license to install the Software on an unlimited number of computers at Licensee’s premises and on portable computers operated solely by Licensee. If Licensee is Authorized, the granted installation license is perpetual.

2. GRANT OF DEVELOPMENT LICENSE

Xceed grants Licensee a perpetual, royalty-free, non-exclusive license to Use the Software on a single computer at any given time for the sole purpose of developing any number of end user applications that operate in conjunction with the Software. Only a Licensee that is Authorized may Use the Software for a period longer than 60 days after the date the Software was first installed on any computer at Licensee’s premises. The license rights granted under this Agreement do not apply to development or distribution of: (1) software development products or toolkits of any kind, including but not limited to any class libraries, components, controls, XML web services, beans, compilers, plug-ins, adapters, DLLs, APIs or SDKs destined to be used by software developers other than licensees that are Authorized; and (2) software to be licensed or distributed under an open source model, including, without limitation, models similar to GNU's General Public License (GPL), Lesser GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community or Industry Source License or the Apache Software license.

If Licensee is Authorized and has purchased a “team”, “multi-developer” or “multi-pack” license, the Software may be Used on more than one computer at Licensee’s premises by the number of software developers associated with the team, multi-developer or multi-pack license (e.g. a “Team4”, “4-developer”, or “4-pack” license allows up to four software developers to Use the Software on up to four computers at Licensee's premises).

If Licensee is Authorized and has purchased a “site” or “unlimited” license, the Software may be Used by any number of software developers on any number of computers in up to two physical buildings at Licensee’s premises.

If Licensee is Authorized and has purchased an “enterprise-wide site license”, the Software may be Used by any number of software developers on any number of computers located at any of the Licensee's premises.

3. GRANT OF DUPLICATION AND DISTRIBUTION LICENSE

The Software includes certain runtime libraries and binary files intended for duplication and distribution by a Licensee that is Authorized. These runtime libraries and binary files are specifically identified in the “Redistributable Files” section of the documentation included with the Software (herein, “Redistributable Files”).

If Licensee is Authorized, Xceed grants Licensee a perpetual, royalty-free, non-exclusive license to duplicate the Redistributable Files and to distribute them solely in conjunction with software products developed by Licensee that use them.

The foregoing license is subject to the following conditions: (1) If Licensee has purchased a license specifically labelled “Web-only”, then Licensee may only distribute the Redistributable Files as part of software products designed solely for installation and execution on internet and/or intranet servers; (2) If Licensee has purchased a license specifically labelled "Web-only", the total number of internet and/or intranet servers (regardless of the number of CPUs on board each server, and excluding up to 1 test server) that Licensee may permit the Redistributable Files to be installed on may not exceed the number of servers associated with the purchased license; and (3) If Licensee distributes the Redistributable Files, Licensee agrees to (i) not supply any means by which end users could incorporate the Software or portions thereof into their own products; (ii) not use Xceed’s name, logo or trademarks to market a software product; (iii) include a valid copyright notice

on Licensee's software product; (iv) indemnify, hold harmless, and defend Xceed from and against any claims or lawsuits, and reasonable attorney's fees, that arise or result from the use and distribution of Licensee's software product; and (v) not permit further distribution of the Redistributable Files by end user(s) of Licensee's software product.

4. GRANT OF SOURCE CODE USE LICENSE

The source code to portions of the Software is provided by Xceed, in a separate installation package, to any Licensee that is Authorized provided that Licensee has purchased the Blueprint Edition of the Software. The portions of the Software for which source code is provided in the Blueprint Edition (herein, "Source Code") are specifically described in the "Source Code Information" topic in the documentation included with the Software.

If Licensee is Authorized and has purchased the Blueprint Edition of the Software, Xceed grants Licensee the non-exclusive license to view and modify the Source Code for the sole purposes of education, troubleshooting, and customizing features. If Licensee modifies the Source Code, Licensee may compile the modified Source Code and use and distribute the resulting object code solely as a replacement for the corresponding Redistributable Files the Source Code normally compiles into.

The foregoing license is subject to the following conditions: (i) Xceed shall retain all rights, title and interest in and to all corrections, modifications and derivative works of the Source Code created by Licensee, including all copyrights subsisting therein, to the extent such corrections, modifications or derivative works contain copyrightable code or expression derived from the Source Code; (ii) Licensee may not distribute or disclose the Source Code, or any portions or modifications or derivative works thereof, to any third party, in source code form; (iii) Licensee acknowledges that the Source Code contains valuable and proprietary trade secrets of Xceed, and agrees to expend every effort to insure its confidentiality; (iv) Under no circumstances may the Source Code be used, in whole or in part, as the basis for creating a product that provides the same, or substantially the same, functionality as any Xceed product; (v) If Licensee distributes a compiled version of the modified Source Code or portions thereof, Licensee must distribute it in accordance with the conditions listed in section 3 ("GRANT OF DUPLICATION AND DISTRIBUTION LICENSE") regarding the distribution of Redistributable Files; and (vi) Licensee will not request technical support or error corrections from Xceed on issues arising out of any modifications of the Source Code.

5. SAMPLE CODE LICENSE

In addition to the licenses granted above, Xceed grants Licensee the non-exclusive license to Use, copy and modify the source code version of those portions of the Software identified as "Samples" or "Sample Code" or "Sample applications" ("Sample Code") for the sole purposes of designing, developing, and testing Licensee's software product(s). If Licensee is Authorized, Licensee may distribute any software products developed by Licensee that contain the Sample Code or modifications thereof.

The foregoing license is subject to the following conditions: (i) Licensee shall not use Xceed's name, logo, or trademarks to market their software product(s); (ii) Licensee shall include a valid copyright notice on all copies of the Sample Code and any derivative works thereof; (iii) Licensee shall agree to indemnify and hold harmless Xceed from and against any claims or lawsuits, including attorneys' fees, that arise from or result from the use, copying, modification or distribution of the Sample Code and/or derivative works thereof, and (iv) otherwise comply with the terms of this agreement. Licensee shall not permit further distribution of the Sample Code and/or derivative works by third parties.

6. CUSTOMIZATION CODE LICENSE

Certain portions of The Software may be identified as "Customization Code" and provided in source code form ("Customization Code"). Licensees that are not Authorized may not modify or redistribute Customization Code. Licensees that are Authorized must treat Customization Code as "Source Code" as described in section 4 ("GRANT OF SOURCE CODE USE LICENSE") and the Customization Code is subject to the same terms and conditions listed

therein, with the exception that non-exclusive license in paragraph 2 of that section is granted to Licensee that is Authorized even if Licensee has not purchased the Blueprint Edition of the Software.

7. BACK-UP AND TRANSFER

Licensee may make one copy of the Software solely for "back-up" purposes, as prescribed by Canadian, United States, and international copyright laws. Licensee must reproduce and include the copyright notice on the back-up copy. Licensee may transfer the Software to another party only if the other party agrees to the terms and conditions of the Agreement, and completes and returns registration information (name, address, etc.) to Xceed within 30 days of the transfer. Upon transferring the Software to another party, Licensee must terminate this Agreement by following the instructions in the "AGREEMENT TERMS" section below.

8. REVERSE-ENGINEERING

Licensee acknowledges that the Software, in source code form, remains a confidential trade secret of Xceed and/or its suppliers and therefore Licensee agrees that it shall not modify, decompile, disassemble or reverse engineer the Software or attempt to do so, except as otherwise permitted in this agreement. Licensee agrees to refrain from disclosing the Software (and to take reasonable measures with its employees to ensure they do not disclose the Software) to any person, firm or entity except as expressly permitted herein.

9. RESTRICTIONS

Licensee may not Use, copy, modify, translate, or transfer the Software, documentation, license key, or any of the files included with the Software except as expressly defined in this agreement. Licensee may not attempt to unlock or bypass any "copy-protection", licensing or authentication algorithm utilized by the Software. Licensee may not remove or modify any copyright notice, nor any "About" dialog or the method by which it may be invoked. Licensee may not rent or lease the Software. Violations will be prosecuted to the maximum extent possible under the law.

10. LIABILITY DISCLAIMER

The Software is provided as is, without any representation or warranty of any kind, either express or implied, including without limitation any representations or endorsements regarding the use of, the results of, or performance of the product, its appropriateness, accuracy, reliability, or correctness. The entire risk as to the use of this product is assumed by Licensee. Xceed does not assume liability for the use of the Software beyond its original purchase price. In no event will Xceed be liable for additional direct or indirect damages including any lost profits, lost savings, or other special, incidental or consequential damages arising from any defects, or the use or inability to use the Software, even if Xceed has been advised of the possibility of such damages.

11. EXPORT LAW

Licensee acknowledges and agrees that the Software may be subject to export restrictions and controls. Licensee agrees and certifies that neither the Software nor any direct product thereof (e.g. any application software product developed by Licensee that uses the Software) is being or will be acquired, shipped, transferred, exported or re-exported, directly or indirectly, into any country prohibited by export restrictions and controls. Licensee bears all responsibility for export law compliance and will indemnify Xceed against all claims based on Licensee's exporting the Software.

12. AGREEMENT TERMS

This Agreement is effective until terminated. Licensee may terminate it by destroying the Software, all the Redistributable Files Licensee may have distributed, the documentation and copies thereof. This Agreement will also terminate if Licensee fails to comply with any

terms or conditions of this Agreement. Licensee agrees upon such termination to destroy all copies of the Software or return them to Xceed for disposal.

13. PARTIES BOUND

If Licensee is executing this Agreement on behalf of an entity, then Licensee represents he or she has the authority to execute this agreement on behalf of such entity.

14. COPYRIGHT

The Software is Copyright ©1995-2007 Xceed Software Inc., all rights reserved. The Software is protected by Canadian and United States copyright laws, international treaties and all other applicable national or international laws.

15. OTHER RIGHTS AND RESTRICTIONS

Except for the limited licenses granted herein, Xceed retains exclusive ownership of all proprietary rights (including all ownership rights, title, and interest) in and to the Software. Licensee agrees not to represent that Xceed is affiliated with or approves of Licensee's software product(s) in any way.

16. GENERAL

This Agreement shall be interpreted, construed, and enforced according to the laws of the Province of Quebec, Canada. In the event of any action under this Agreement, the parties agree that federal and provincial courts located in Longueuil, Quebec will have exclusive jurisdiction and that a suit may only be brought in Longueuil, Quebec and Licensee submits itself for the jurisdiction and venue of the provincial and federal courts located in Longueuil, Quebec.

This Agreement constitutes the entire agreement and understanding of the parties and may be modified only in writing signed by both parties. No officer, salesman or agent has any authority to obligate Xceed by any terms, stipulations or conditions not expressed in the Agreement.

If any portion of this Agreement is determined to be legally invalid or unenforceable, such portion will be severed from this Agreement and the remainder of the Agreement will continue to be fully enforceable and valid.

Chart FX 7 License Agreement

READ CAREFULLY BEFORE INSTALLING THE SOFTWARE.

By installing the Chart FX 7 software (hereinafter "the Software" or "Software"), you are accepting the following License Agreement.

LICENSE AGREEMENT. This is a legal agreement between you (either an individual or an entity) and Software FX, Inc. By installing the software you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the uninstalled software to the place you purchased it for a full refund.

1. GRANT OF LICENSE. Software FX, Inc. grants to you as an individual or entity a non-exclusive license to make and use copies of the SOFTWARE in the manner provided below. The rights granted under this Agreement are only effective upon payment of license fees and possession of the appropriate License Agreement (if applicable). The software is licensed, not sold.

(a) **Installation.** The software contains portions known as "Design-time Components" that provide development facilities in Visual Studio .NET and other development environments. Also, "Production Server Components" are provided to enable services on a computer called a server, and finally "Redistributable Code" allows client computers or workstations to access or utilize the services provided by the software. This license agreement grants you one (1)

license of the software portions known as "Design-time" and "Production Server" components. You may use the "Redistributable Code" portions on any computer or workstation subject to the Distribution Requirements described in Section 4.

(b) Use of Design-time Components. The "Design-time Components" are licensed on a per seat basis. Per-seat licenses are licenses that are counted by all the machines on which any "Designer Component" will reside on. To use a per-seat license, every machine installing, running and/or using the software for development purposes must have a licensed copy and its appropriate license. A development seat license is required for each additional computer on which you will be installing and running any of the "Design-time Components". "Design-time Components" are accompanied by a server portion labeled and licensed as a "Test/Development Server", you may use the "Test/Development Server" software for the sole purpose of designing, developing and testing your product(s). "Test/Development Server Components" have been designed to operate in conjunction with the "Design-Time Components" and must not be used as a separate component.

(c) Use of Production Server Components. The "Production Server Components" are licensed on a per server basis. The "Production Server Components" may only be used on one and the same server. Additional license fees are also due if the "Production Server Components" are used for hosting or service bureau purposes (e.g. an Internet Service Provider (ISP) may not use the "Production Server Components" when hosting pages for its customers using different domain names). A Production Server license is required for each additional computer on which you will be installing and running any of the "Production Server Components"

(d) Use of Windows Forms Components. The "Windows Forms" components are licensed on a per developer/ per seat basis. The "Windows Forms" components may only be used on Windows Forms applications/deliverables that serialize the product's license internally and automatically access the license from the calling executables/deliverables. Additional license fees are also due if the "Windows Forms" components are used as part or as a component (server or client) of a web server based application even if the product license is serialized and accessed automatically from the calling executable/deliverables.

2. COPYRIGHT. The SOFTWARE is owned by Software FX, Inc. and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g. a book or a musical recording) except that you may either (a) make one copy of the SOFTWARE solely for backup or archival purposes; (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes or (d) you may store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on other computers over an internal network; however, you must acquire and dedicate a License for each separate computer on which the Software is installed or run from the storage device. A License for the Software may not be shared or used concurrently on different computers. You may not make multiples copies of SOFTWARE or the written materials accompanying the SOFTWARE.

3. REDISTRIBUTABLE CODE. Portions of the software are designated as "Redistributable Code". The Software documentation describes the files and Redistributable rights associated with each file of the Redistributable Code, subject to the "Distribution Requirements" described below. You are also encouraged to contact Software FX, Inc. before deployment for more information on your specific redistribution rights. Contact information can be obtained on the company's web site at www.softwarefx.com.

4. DISTRIBUTION REQUIREMENTS. You have a royalty-free right to distribute and use the SOFTWARE only if:

(a) You distribute only the portions of the SOFTWARE designated as "Redistributable Code".

(b) You use and distribute the "Redistributable Code" only in conjunction with the binary files that make use of them as a part of your software product.

- (c) Your product(s) and application(s) must add significant and primary functionality to the SOFTWARE;
- (d) You do not expose, document or make public the SOFTWARE API (Application Programming Interface);
- (e) Your end users are not allowed to use the SOFTWARE for development purposes or further redistribution and deployment.
- (f) You do not wrap or distribute the SOFTWARE in a component that can be used for development purposes on any application, tool, environment or container.
- (g) your software product main and primary functionality must not be creating and/or displaying charts;
- (h) You do not reverse engineer copy, duplicate or distribute the license schema that is needed to use the SOFTWARE in a design, development or runtime environment.
- (i) You do not disassemble, decompile or reverse engineer the SOFTWARE or any portions of it;
- (j) Your software product may not, in the reasonable opinion of Software FX, compete with a Software FX, Inc. product.
- (k) You do not use the Software FX, Inc. or Chart FX name, logo or trademark to market your software product;
- (l) You agree to indemnify, hold harmless, and defend Software FX, Inc. and its suppliers from and against any and all claims or lawsuits including attorney's fees that arise or result from the use or distribution of your software product.

If any of the conditions set forth in paragraphs above are breached, such breach shall constitute an unlawful use of the SOFTWARE, and you shall be prosecuted to the full extent of the law. Furthermore, you shall be liable to Software FX, Inc. for all damages caused by such breach and unlawful use of the software, including attorney's fees and costs incurred in any action, lawsuit or claim brought or filed to redress the breach of this agreement.

5. UPGRADES. If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by Software FX as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgrading product only in accordance with the terms of this License Agreement. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single package and may not be separated for use in more than one computer.

6. LIMITED WARRANTY. Software FX, Inc. warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days. and (b) any hardware accompanying the SOFTWARE will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the SOFTWARE and hardware are limited to ninety (90) days and one (1) year respectively. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

NO OTHER WARRANTIES. There are no other warranties to the maximum extent permitted by applicable law. Software FX, Inc. and its suppliers disclaim all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the SOFTWARE and the accompanying materials.

NO LIABILITIES FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. To the maximum extent permitted by law, in no event shall Software FX, Inc. or its suppliers be liable for any damages whatsoever (including without limitations, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this Software FX, Inc. product, even if Software FX, Inc. 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, the above limitation may not apply to you.

U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and written materials are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Software FX, Inc.

This Agreement is governed by the laws of the State of Florida, the U.S. Copyright Act and other applicable U.S. federal laws. All disputes or legal proceedings relating to use of the SOFTWARE or this Agreement shall be brought and heard exclusively in the state or federal courts located in Palm Beach County, Florida, and by installing and/or using the SOFTWARE, you hereby irrevocably consent and submit to personal jurisdiction in such courts for all such disputes or legal proceedings.

Chart FX 7 Extensions Pack License Agreement

READ CAREFULLY BEFORE INSTALLING THE SOFTWARE.

Our goal is to help you succeed using Software FX products while at the same time protecting Software FX intellectual property. If you need to use the Software in a manner that is not permitted under this agreement, please contact Software FX to discuss alternative licensing arrangements. If you have any questions or concerns about this license, please contact Software FX at license@softwarefx.com.

By installing the Chart FX 7 Extensions Pack software or any of its components (hereinafter "the Software" or "Software"), you are accepting the following License Agreement.

LICENSE AGREEMENT. This is a legal agreement between you (either an individual or an entity) and Software FX, Inc. Software FX is only willing to provide the software to you on the condition that you accept all of the terms contained in this agreement. By installing the software you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the uninstalled software to the place you purchased it for a full refund. Notwithstanding anything herein to the contrary, Software FX's authorized resellers are not agents of Software FX, and such resellers may not enter into any contracts on behalf of Software FX. No authorized reseller has the authority to modify the terms of this agreement.

1. **GRANT OF LICENSE.** Software FX, Inc. grants to you as an individual or entity a non-exclusive license to make and use copies of the Software in the manner provided below. The rights granted under this Agreement are only effective upon payment of license fees and possession of the appropriate License Agreement (if applicable). The software is licensed, not sold, even if for convenience we make reference to words such as "sale" or "purchase". There are no implied licenses under this agreement.

(a) **Installation.** The software contains portions known as "Design-time Components" that provide development facilities in Visual Studio .NET and other development environments. Also, "Production Server Components" are provided to enable services on a computer called a server, and finally "Redistributable Code" allows client computers or workstations to access or utilize the services provided by the software. This license agreement grants you one (1)

license of the software portions known as "Design-time" and one (1) license of the software portions known as "Production Server" components. You may use the "Redistributable Code" portions on any computer or workstation subject to Distribution Requirements described in Section 4.

(b) Use of Design-time Components. The "Design-time Components" are licensed on a per seat basis. Per-seat licenses are licenses that are counted by all the machines on which any "Designer Component" will reside on. To use a per-seat license, every machine installing, running and/or using the software for development purposes must have a licensed copy and its appropriate license. A development seat license is required for each additional computer on which you will be installing and running any of the "Design-time Components". "Design-time Components" may be accompanied by a server portion labeled and licensed as a "Test/Development Server", you may use the "Test/Development Server" software for the sole purpose of designing, developing and testing your product(s). "Test/Development Server Components" have been designed to operate in conjunction with the "Design-Time Components" and must not be used as a separate component for production purposes.

(c) Use of Production Server Components. The "Production Server Components" are licensed on a per server basis. The "Production Server Components" may only be used on one and the same server. Additional license fees are also due if the "Production Server Components" are used for hosting or service bureau purposes (e.g. an Internet Service Provider (ISP) may not use the "Production Server Components" when hosting pages for its customers using different domain names). A Production Server license is required for each additional computer on which you will be installing and running any of the "Production Server Components"

(d) Use of Windows Forms Components. The "Windows Forms" components are licensed on a per developer/ per seat basis. The "Windows Forms" components may only be used on Windows Forms applications/deliverables that serialize the product's license internally and automatically access the license from the calling executables/deliverables. Additional license fees are also due if the "Windows Forms" components are used as part or as a component (server or client) of a web server based application even if the product license is serialized and accessed automatically from the calling executable/deliverables.

2. EVALUATION/TRIAL LICENSE. If you have received/download a copy of the Software from Software FX or its authorized reseller, but have not yet purchased a license to use the Software, then Software FX grants you a personal, non-exclusive, non-transferable, limited license to install and execute the Software, in object code format only, for your own internal use solely for the purposes of evaluating the Software for a time period (not to exceed 60 days) designated by Software FX. You will be required to enter an activation code to install and use the Software under this evaluation/trial license. When the Software is used on an evaluation basis, you agreed and understand it may not have the full functionality described in its accompanying documentation and/or may include time bombs and other computer programming routines that are intended to interfere with the normal uninterrupted operation of the Software. The evaluation/trial version of the Software does not intercept or expropriate any system, data or personal information from your system.

3. REDISTRIBUTABLE CODE. The Windows Forms portions of the software are designated as "Redistributable Code". The Software documentation describes the files and Redistributable rights associated with each file of the Redistributable Code, subject to the "Distribution Requirements" described below. You are also encouraged to contact Software FX, Inc. before deployment for more information on your specific redistribution rights. Contact information can be obtained on the company's web site at www.softwarefx.com.

4. DISTRIBUTION REQUIREMENTS. You have a royalty-free right to distribute and use the Windows Forms components of the software only if:

(a) You distribute only Windows Forms portions of the Software. Additional "per server" license fees are due if the Software is used as part or as a component (server or client) of a web server based application.

- (b) You use and distribute the Software only in conjunction with the binary files that make use of them as a part of your product.
- (c) Your product(s) and/or application(s) must add significant and primary functionality to the Software;
- (d) You do not expose, document or make public the Software API (Application Programming Interface);
- (e) Your end users are not allowed to use the Software for development purposes or further redistribution and deployment.
- (f) You do not wrap or distribute the Software in a component that can be used for development purposes on any application, tool, environment or container.
- (g) You do not reverse engineer copy, duplicate or distribute the license schema that is needed to use the Software in a design, development or runtime environment.
- (h) You do not disassemble, decompile or reverse engineer the Software or any portions of it;
- (i) Your software product may not, in the reasonable opinion of Software FX, compete with a Software FX, Inc. product.
- (j) You do not use the Software FX, Inc. or Chart FX name, logo or trademark to market your software product;
- (k) You agree to indemnify, hold harmless, and defend Software FX, Inc. and its suppliers from and against any and all claims or lawsuits including attorney's fees that arise or result from the use or distribution of your software product.
- (l) You use the Software as a component of composite products or services that are used or consumed for, non-commercial, internal purposes only. In other words, you may not bundle or integrate the Software for creating composite products or services that are sold or distributed to third-parties including but not limited to, End Users, Resellers and through Retail Channels of distribution; without the express written consent of licensor. For more information on OEM agreements please contact Software FX, Inc.

If any of the conditions set forth in paragraphs above are breached, such breach shall constitute an unlawful use of the Software, and you shall be prosecuted to the full extent of the law. Furthermore, you shall be liable to Software FX, Inc. for all damages caused by such breach and unlawful use of the software, including attorney's fees and costs incurred in any action, lawsuit or claim brought or filed to redress the breach of this agreement.

5. NO OPEN SOURCE. Your license right to the Software does not include any license, right, power or authority to subject the Software in whole or in part to any of the terms of an Excluded License. An "Excluded License" means any "open source" or other license that require as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

6. HIGH RISK ACTIVITIES. The Software is not fault tolerant and is not intended for use in high-risk activities. You may not use the Software in the design, construction, operation or maintenance of any nuclear facility or weapon of mass destruction, or for the purpose of aircraft navigation or control or any other activity in which the failure of the Software could result in loss of human life, personal injury or property damage.

7. SERVICES. There are no services provided under this agreement. You are responsible for installing the Software on your computers as permitted under this agreement. Support, maintenance and other services, if available, must be purchased separately.

8. FEES. Prices are available upon request and are subject to change. Please consult Software FX or its authorized resellers as to current fees before placing an order. All license fees are non-refundable and non-cancelable except as expressly provided in this agreement

and do not include shipping, sales or use tax, withholding tax, excise tax, VAT or custom duties, all of which you are responsible for paying above and beyond the license fees due to Software FX or its authorized resellers.

9. **ACTIVATION.** During installation, an Internet connection is required on the machine where the product is being installed. Only the serial number and a unique product ID provided by the installation program is sent to our servers. Alternatively, if necessary, this information could be submitted from another computer that is connected to the Internet. The information is encrypted using the standard RSA Public/Private key methodology. For security reasons, we do not copy the private key onto the client machine; instead it resides on our servers and thus the need for an Internet connection to obtain a code to complete the install of the software. Our installation does not scan your hard drive or gather any personal information from your computer; therefore, no privacy issues should be of concern to you. Customers are still encouraged to register the product using the traditional and voluntary web site registration form.

The installation process should be simple and unobtrusive for all customers. Our goal is to prevent installation of serial numbers that have been obtained from fraudulent purchases, returned products, expired programs and other suspicious means.

10. **COPYRIGHT.** The Software is owned by Software FX, Inc. and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material (e.g. a book or a musical recording) except that you may either (a) make one copy of the Software solely for backup or archival purposes; (b) transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes or (d) you may store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on other computers over an internal network; however, you must acquire and dedicate a License for each separate computer on which the Software is installed or run from the storage device. A License for the Software may not be shared or used concurrently on different computers. You may not make multiples copies of Software or the written materials accompanying the Software.

11. **UPGRADES.** If the Software is labeled as an upgrade, you must be properly licensed to use a product identified by Software FX as being eligible for the upgrade in order to use the Software. The Software labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgrading product only in accordance with the terms of this License Agreement. If the Software is an upgrade of a component of a package of software programs that you licensed as a single product, the Software may be used and transferred only as part of that single package and may not be separated for use in more than one computer.

12. **LIMITED WARRANTY.** Software FX, Inc. warrants that (a) the Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days. and (b) any hardware accompanying the Software will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the Software and hardware are limited to ninety (90) days and one (1) year respectively. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

NO OTHER WARRANTIES. There are no other warranties to the maximum extent permitted by applicable law. Software FX, Inc. and its suppliers disclaim all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, quality, title, results, efforts or quiet enjoyment with regard to the Software and the accompanying materials. There is no warranty that the Software is error-free or will function without interruption. You assume the entire risk arising out of the performance or use of the software. To the extent that

Software FX may not disclaim any warranty as a matter of applicable law, the scope and duration of such warranty will be the minimum permitted by law.

13. LIMITATION OF LIABILITY.

IN NO EVENT WILL SOFTWARE FX OR ITS AFFILIATES OR OTHER AUTHORIZED RESELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF SOFTWARE FX OR ITS AUTHORIZED RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SOFTWARE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF LICENSE FEES THAT YOU PAID TO USE THE SOFTWARE FOR THE PARTICULAR LICENSE UNDER WHICH LIABILITY HAS ARISEN (NOT INCLUDING FEES FOR SERVICES OR PRODUCTS OTHER THAN THE SOFTWARE). THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. YOU ACKNOWLEDGE THAT THE LICENSE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT SOFTWARE FX WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NO LICENSOR OR OTHER SUPPLIER OF SOFTWARE FX WILL HAVE ANY LIABILITY TO YOU, WHETHER IN CONTRACT, IN TORT OR OTHERWISE UNDER THIS AGREEMENT OR IN RELATION TO THE SOFTWARE. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

14. TERMINATION. This agreement will remain in effect perpetually or until terminated as provided below. You may also terminate this agreement at any time and for any reason, by giving written notice to Software FX. Software FX may terminate this agreement, effective immediately upon written notice to you if you (a) fail to pay any portion of the license fees when due and fail to cure such non-payment within thirty (30) days after receipt of notice of same, or (b) if you otherwise breach any provision of this agreement. Upon termination of this agreement, you must erase or otherwise destroy all copies of the Software, and your rights hereunder will immediately end.

U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and written materials are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Software FX, Inc.

This Agreement is governed by the laws of the State of Florida, the U.S. Copyright Act and other applicable U.S. federal laws. All disputes or legal proceedings relating to use of the Software or this Agreement shall be brought and heard exclusively in the state or federal courts located in Palm Beach County, Florida, and by installing and/or using the Software, you hereby irrevocably consent and submit to personal jurisdiction in such courts for all such disputes or legal proceedings. This agreement is in the English language, and its English language version will be controlling over any other translation except as otherwise required by applicable law.