Data Pantheon End-User License Agreement

- 1. This is an agreement between Data Pantheon ("Licensor") and you ("Licensee"), who is being licensed to use the Data Pantheon BiToolkits ("Software").
- 2. Licensee acknowledges that this is only a limited nonexclusive license. Licensor is and remains the owner of all titles, rights, and interests in the Software.
- 3. Licensee will not make copies of the purchased license key file or allow copies of the license key file to be made by others, unless authorized by this License Agreement. Licensee may make copies of the license key file for backup purposes only.

4. This Software is subject to a limited warranty.

- A) Licensor further represents and warrants that it has no actual knowledge that the Software infringes any valid rights of any third party.
- B) Licensor warrants that the Software will perform in accordance with the specifications stated in the User's Manual provided by Licensor to Licensee. To the extent permitted by law, THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE.
- C) In the event of a claim by Licensee under this warranty, Licensor shall have the option to either repair or replace the Software. In the event that Licensor fails to repair or replace the Software within a reasonable period, Licensee's sole recourse shall be to terminate the Agreement and Licensor's sole obligation shall be to return any Licensee and Installation Fees paid by Licensee. In no event shall Licensor be liable for any incidental, consequential, or punitive damages as a result of its performance or breach of this Agreement.
- D) This limited warranty lasts for a period of 30 days after delivery.
- 5. Notwithstanding the foregoing, LICENSOR IS NOT LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR LICENSEE'S USE OF THIS SOFTWARE.
- Licensee agrees to defend and indemnify Licensor and hold Licensor harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from Licensee's business operations.
- 7. Licensor has the right to terminate this License Agreement and Licensee's right to use this Software upon any material breach by Licensee.
- 8. Licensee agrees to return to Licensor or to destroy all copies of the Software upon termination of the License.
- 9. This License Agreement is the entire and exclusive agreement between Licensor and Licensee regarding this Software. This License Agreement replaces and supersedes all prior negotiations, dealings, and agreements between Licensor and Licensee regarding this Software.
- 10. This License Agreement is governed by the law of the state in which you purchased the license to use the Software.
- 11. This License Agreement is valid without Licensor's signature. It becomes effective upon the earlier of Licensee's signature or Licensee's use of the Software.