

# **Data Pipeline Toolkit Commercial Software**

## **End-User License Agreement (EULA)**

Version 1.84

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developers within your organization to install and use the Software on any workstations used exclusively by such developers and (ii) for you to install and use the Software in connection with an unlimited number of applications; and (iii) for you to install and use the Software on an unlimited number of servers, solely in connection with distribution of the Software in accordance with Sections 4 (DISTRIBUTION) 5 (PROHIBITED USES) below. This license is not sub-licensable except as explicitly set forth herein.

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- a) North Concepts agrees to provide Maintenance (as defined herein) to you pursuant to the terms and conditions set forth herein. Maintenance will be provided, initially, for one (1) year (“, unless the parties agree otherwise in writing (“Support Period”). You may purchase additional one (1) year support and maintenance terms (“Maintenance Terms”) at advertised prices (“Maintenance Fees”), the first of which may start on the expiration of the Support Period.
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  - ii. North Concepts will supply you, at no extra charge, any improvements or modifications to the Software that North Concepts make generally available as an upgrade.
  - iii. You acknowledge and agree that the Maintenance to be provided by North Concepts hereunder is limited to the most current version of the Software and the immediately preceding version.

- c) North Concepts' obligation to provide Maintenance is contingent upon proper use of the Software and full compliance with this Agreement.
- d) North Concepts reserves the right to increase the cost of Maintenance and/or change the number of Permitted Incidents for subsequent Maintenance Terms that have not yet been purchased.
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This Agreement and your right to use the Software and Modifications will terminate immediately without notice if You fail to comply with the terms and conditions of this Agreement. Upon termination, you agree to immediately cease using and destroy the Software or Modifications, including all accompanying documents. The provisions of Sections 5, 6, 9, 10 and 11 will survive any termination of this Agreement.

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You acknowledge that this Agreement is complete and is the exclusive representation of our agreement. No oral or written information given by us or on our behalf shall create a warranty or collateral contract, or in any way increase the scope of this Agreement in any way, and You may not rely on any such oral or written information.

If any provision in this Agreement shall be determined to be invalid, such provision shall be deemed omitted; the remainder of this Agreement shall continue in full force and effect.

This Agreement may be modified only by a written instrument signed by an authorized representative of each party.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF ONTARIO AND THE FEDERAL LAWS OF CANADA, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICT OF LAWS. YOU HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION

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The controlling language of this Agreement is English. If you have received a translation into another language, it has been provided for your convenience only.

The relationship between North Concepts and you is that of independent contractors and neither you nor your agents shall have any authority to bind North Concepts in any way.

The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.

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