

# **Data Pipeline Toolkit Commercial Software**

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

Version 1.81

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- a) “Small Business Version” means a version of the Software, so identified, that contains the license grant, functionality, limitations, upgrades and support features as described at the time of purchasing the Small Business Version license.
- b) “Enterprise Version” means a version of the Software, so identified, that contains the license grant, functionality, limitations, upgrades and support features as described at the time of purchasing the Enterprise Version license.
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- e) “Modification” means the modification of an original source file.
- f) “Trial Version” means a version of the Software, so identified, to be used only to review, demonstrate and evaluate the Software for a limited time period and that contains the license

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- e) *If the Software is a Trial Version, this paragraph shall apply:* Subject to the terms and conditions of this Agreement, North Concepts hereby grants you and you accept a revocable, non-transferrable and non-exclusive limited license (i) for five (5) 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 five (5) applications; and (iii) for you to install and use the Software on five (5) servers, solely in connection with distribution of the Software in accordance with Sections 3 (DISTRIBUTION) 5 (PROHIBITED USES) below and (iv) to use the Software free of charge for a period of thirty (30) days (“Trial Period”) commencing on the date you downloaded it. Use of the Software beyond the Trial Period requires the purchase of a Professional, Small Business, or Enterprise License. Use of the Software beyond the Trial Period without purchase of a License is a violation of Canadian, U.S., and international copyright laws. This license is not sub-licensable except as explicitly set forth herein.

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If you have purchased the Enterprise Version of the Software, this EULA grants you a limited license to use the Software’s source code (“Source Code”) for the purposes of creating Modifications of the original Software, where Modification means: a) any addition to or deletion from the contents of a file included in the original Software or previous Modifications created by you, or b) any new file that contains any part of the original Software or previous Modifications (“Source Code License”).

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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.
- b) During the Support Period and any purchased Maintenance Terms, North Concepts agrees to provide you with support and maintenance (collectively “Maintenance”) as follows:
  - i. For permitted requests/incidents (“Permitted Incidents”), North Concepts will provide standard e-mail support, priority e-mail support and/or phone support depending on the type of license purchased and as described during the time of purchasing such license. The number of Permitted Incidents is dependent on the type of license purchased and shall be limited as described during the time of purchasing such license.
  - 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.
- e) North Concepts reserves the right to change the Maintenance offered annually. Furthermore, North Concepts reserves the right, at its sole discretion, to discontinue providing Maintenance after the expiry of a Maintenance Term.

## **8. TERMINATION**

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 agree to be identified as a customer of ours and you agree that we may refer to you by name, trade name and trademark, if applicable, and may briefly describe your business in our marketing materials and web site.

You may not assign this Agreement without the prior written consent of NORTH CONCEPTS INC. This Agreement will inure to the benefit of the successors and assigns of NORTH CONCEPTS INC.

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 AND VENUE OF THE COURTS SITTING IN ONTARIO TO RESOLVE ANY DISPUTES ARISING UNDER THIS LICENSE AGREEMENT. IN EACH CASE THIS LICENSE

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North Concepts may update the terms of this Agreement upon providing thirty (30) days notice provided by e-mail to your last provided e-mail address. Your continued use of the Software after the end of such thirty (30) day notice period will be deemed to be acceptance of the revised Agreement.

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.

All questions concerning this EULA shall be directed to North Concepts Inc. at [legal@northconcepts.com](mailto:legal@northconcepts.com).

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