Crossbar.io Fabric Commercial License

1. Definitions

"Licensor" - Crossbar.io.

"Licensee" - The Test User.

"Authorized Use" – Running an instance of the Program under the conditions set out in this license.

"Warranty Period" – the duration of the Agreement based on which this license is granted.

2. License Grant

The Program is copyrighted and licensed, not sold. Licensor holds the rights necessary to grant Licensee the following rights.

Licensor grants Licensee a nonexclusive license to

- 1) use the Program up to the Authorized Use specified in the Agreement based on which Licensor grants this license to the Program to Licensee,
- 2) make and install copies to support such Authorized Use, and
- 3) make backup copies,

all provided that:

- a) Licensee has lawfully obtained the Program and complies with the terms of this License as well as the Agreement;
- b) Licensee reproduces all copyright notices and other legends of ownership on each copy, or partial copy, of the Program;
- c) Licensee ensures that anyone who uses the Program (accessed either locally or remotely) does so only on Licensee's behalf.
- d) Licensee does not
 - 1) use, copy, modify, or distribute the Program except as expressly permitted by this License;
 - reverse assemble, reverse compile, otherwise translate, or reverse engineer the Program, except as expressly permitted by law without the possibility of contractual waiver;
 - 3) use any of the Program's components, files, modules, audio-visual content, or related licensed materials separately from that Program; or
 - 4) sub-license, rent, or lease the Program.

The software is not designed for use in environments in which completely fail-safe performance is required and in which the failure of the software could lead to death, personal



injury or severe physical and environmental damage ("High Risk Use"). Examples of such High Risk Use include the operation of aircraft, nuclear or chemical facilities, direct life support or weapons systems.

You agree not to use or license the use of the software in connection with any High Risk Uses and will inform any end users of the foregoing restriction. CROSSBAR.IO IS NOT LIABLE FOR ANY DAMAGES CAUSED BY USE OF THE PROGRAM IN HIGH RISK ACTIVITIES.

If the Agreement this license has been received under is intended to allow Licensee to try out functionality of the Program ("Trial Usage") or to participate in its development as a Test User ("Test Usage"), then this Trial or Test Usage does not include the use of the Program in production environments.

Similarly, if the Agreement this license has been received under is intended to allow Licensee to make use of the Program as part of software development ("Development Usage"), then this Development Usage does not include the use of the Program in production environments.

This license applies to each copy of the Program that Licensee makes.

3. Updates, Fixes, and Patches

When Licensee receives an update, fix, or patch to a Program, Licensee accepts any additional or different terms that are applicable to such update, fix, or patch that are specified in any agreement provided with such update, fix or patch.

If no additional or different terms are provided, then the update, fix, or patch is subject solely to this Agreement.

4. Accessible Functionality

Certain Program functionality may only be usable in connection with the Crossbar.io Fabric Center service, and thus require a constant connection to said service. To access this functionality, Licensee agrees to provide an online connection to the Crossbar.io Fabric Center service and bear the cost for this.

The accessible functionality may further depend on a specific usage tier or other terms of the Agreement.

5. Management API license

The Program contains a management API which is used for management and monitoring purposes in connection with the Crossbar.io Fabric Center service offered by Crossbar.io.

Test User agrees that Crossbar.io has the copyright in this management API and that Test User will not make any use of this API other than through the Crossbar.io Fabric Center service.

6. Usage-Based Billing

The License may be granted as part of an Agreement with usage-based billing. In this case the Program requires an online connection to a Licensor usage server to upload the metrics based in which usage is billed. Metrics may include daily active client numbers, client-connection-hours, messages and other metrics.

Licensee agrees to provide an online connection to a Licensor usage server and bear the cost for this.



If the required connection to a Licensor usage server cannot be established for a time period exceeding a billing period the Program may cease to function or Program functionality may become limited.

7. Term and Termination

The term of this license is tied to that of the Agreement.

Licensor may terminate Licensee's license and the Agreement if Licensee fails to comply with the terms of this license.

If the license is terminated for any reason by either party, Licensee agrees to promptly discontinue use of the Program under this license.

Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

8. Program Transfer

The License is granted to Licensee only and is non-transferable.

9. Warranty and Exclusions

9.1. Limited Warranty

In the European Union ("EU"), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions set out in this Section 9 (Warranty and Exclusions). The territorial scope of the Limited Warranty is worldwide.

For Licensees who use the Program as part of a paid offering, Licensor warrants that the Program, when used in its specified operating environment, will conform to its specifications. The Program's specifications, and specified operating environment information, can be found in documentation accompanying the Program (such as a read-me file). Licensee agrees that such documentation and other Program content may be supplied only in the English language, unless otherwise required by local law without the possibility of contractual waiver or limitation.

The warranty applies only to the unmodified portion of the Program. Licensor does not warrant uninterrupted or error-free operation of the Program, or that Licensor will correct all Program defects. Licensee is responsible for the results obtained from the use of the Program.

9.2. Exclusions

THESE WARRANTIES ARE LICENSEE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

THESE WARRANTIES GIVE LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY ALSO HAVE



OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION. THE WARRANTIES IN THIS SECTION 9 (WARRANTY AND EXCLUSIONS) ARE PROVIDED SOLELY BY LICENSOR. THE DISCLAIMERS IN THIS SUBSECTION 9.2 (EXCLUSIONS), HOWEVER, ALSO APPLY TO LICENSOR'S SUPPLIERS OF THIRD PARTY CODE. THOSE SUPPLIERS PROVIDE SUCH CODE WITHOUT WARRANTIES OR CONDITION OF ANY KIND. THIS PARAGRAPH DOES NOT NULLIFY LICENSOR'S WARRANTY OBLIGATIONS UNDER THIS AGREEMENT.

10. Third Party Notices

The Program may include third party code that Licensor, not the third party, licenses to Licensee under this Agreement. Notices, if any, for the third party code ("Third Party Notices") are included for Licensee's information only.