# Genworks Software License Agreement for Professional and Enterprise Gendl Editions

**ATTENTION - READ CAREFULLY BEFORE OPENING OR DOWNLOADING**. By downloading the software to which this license agreement applies, you indicate your acceptance of the following Genworks Software License Agreement.

This is a legal agreement between you, the end user, and Genworks International (hereafter referred to as "Genworks," a registered assumed name of Knowledge Based Solutions, a Michigan Corporation). By installing and using the Software if it was provided to you through downloaded medium, you are agreeing to be bound by the terms of this agreement.

## 1 License

### 1.1 General Terms

Genworks hereby grants you a perpetual, non-exclusive license to use the enclosed copy of each program and accompanying documentation which you have purchased from Genworks, as set forth below. The license is non-transferable to any third party, except to a legal successor of the original purchaser (e.g. the case of a spin-off, merger, or acquisition). You may:

1. use the program for your application development purposes only, on the type and capacity of computer for which you have purchased a license, provided you use the program on only one computer at a time;

2. use the documentation only in support of use of the program authorized in paragraph (1) above; and

3. make one copy of the program for backup purposes only, provided you reproduce all copyright and other proprietary notices on the copy.

4. Prepare and distribute closed-source proprietary binary compilations of your code, compiled with the Gendl compiler for "define-object," "define-object-amendment," "define-format," "define-lens," and "define-table" operators.

5. (Only if you have licensed Gendl Enterprise Edition): prepare and distribute, or host on a server, self-contained proprietary closed-source Runtime Applications prepared with the make-gdl-app function. For Commercial Redistribution of Runtime applications, a separate Commercial Runtime license is required.

## 2 Multiple Licenses of Software

If you have paid the license fees for multiple licenses of the Software, then at any time you may have as many copies of the Software in use as you have licenses. The Software is "in use" on a computer when it

is loaded into the temporary memory (i.e. RAM). If the potential number of users of the Software exceeds the number of licenses you have purchased, then you must have a reasonable mechanism or process in place to assure that the number of computers on which the Software is running concurrently does not exceed the number of licenses purchased. At the time of Support Initiation (see accompanying Software Support Addendum form) you must inform Genworks of the maximum number of potential users of the licenses you purchase. We recommend you also inform Genworks of the names and contact information of all potential users so that we can notify them of upcoming updates and other pertinent information. You agree to keep accurate and up-to-date records of the numbers and locations of all copies of the Software and to supervise and control the use of the Software in accordance with the terms of this Agreement, and will provide copies of such records to Genworks upon reasonable request.

# 3    Security Mechanisms

Genworks reserves the right to embed a software security mechanism within the Software to monitor usage of the software to verify your compliance with this license. Such a security mechanism may store data relating to the use of the Software and the number of times it has been copied. Genworks reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Software. You may not take any steps to avoid or defeat the purpose of any such measures. Use of any Software without any required lock device or authorization key is prohibited.

# 4    Ownership of the Software

Genworks and its licensors retains ownership of the enclosed program and accompanying documentation, and each copy thereof, which are protected by United States copyright law and international treaty provisions. This license grants you certain rights to use the program; it is not a sale. No rights are granted to any programs or documentation on this CD-ROM which you have not purchased.

# 5    Restrictions

## 5.1    General Restrictions

You may not:

1. use the program in a network or a multi-user system in which more than one user uses or has access to the program at any one time;

2. alter, modify, translate, reverse engineer, decompile, disassemble, macroexpand, or copy (except for the program backup copy) the program or the accompanying documentation, or otherwise attempt to discover the internal workings or any Trade Secrets contained within the Software;

3. loan, rent, sub-license, or otherwise transfer the program or the documentation;

4. transfer or sublicense any of your rights hereunder;

5. permit any third party to gain access to the program, documentation, or any part thereof;

6. attempt to gain access to any software or documentation on the CD-ROM other than the programs or documentation for which you have purchased a key from Genworks;

7. distribute or use ("deploy") applications developed using the program without a proper runtime license (sample runtime licenses can be provided. The main requirement is that the end-user runtime license be at least as restrictive as this Agreement);

8. if you have subscribed to a license with "Academic" pricing, use the program in a commercial setting; or

9. share the "license file" (supplied to permit unlocking of the licensed programs).

## 5.2   Relationship to Gendl Used With Other Licenses

The rights granted by this Agreement apply only to application code developed using a Gendl installation licensed under this Agreement or a compatible Proprietary license agreement, or code on which you otherwise have the rights to convert into closed-source binaries or applications. For example, it is specifically forbidden, without express written consent from Genworks, to make use of a Gendl installation licensed under this Agreement to convert code which has been developed at any time using an AGPL-licensed Gendl into closed-source binaries or applications. This license in no way modifies the obligations and terms of the AGPL or other Free Software license, except for the specific Gendl installation which is covered by this Agreement.

If you have code which you previously developed using an AGPL-licensed Gendl installation, or you wish to supplement your Proprietary Gendl development with development using an AGPL installation, then a potential way to achieve this is to follow these steps:

1. Contribute the code to the GenDL project under our standard Contributor's Agreement, sharing with Genworks the copyright to any original work. After suitable review, Genworks may choose to include the code either in the mainline GenDL codebase, or in a "contrib" directory;

2. Purchase appropriate proprietary GenDL license(s) (if you have not already);

3. Freely include the contributed code in your distributed closed-source applications.

If you choose to follow this approach, then it is extremely important that you keep your AGPL open-source development activities clearly separated from your Proprietary development activities.

## 5.3   Consequences of License Violation

Unauthorized copying of the program or the accompanying documentation, or failure to comply with the above restrictions, will result in the automatic termination of this license, and will make available to Genworks other legal remedies.

## 5.4   Interoperability Information

Notwithstanding paragraph (2) above, if the provisions of the Council of European Communities Directive of May 14, 1991 on the Legal Protection of Computer Programs as implemented in applicable national legislation (the "Software Directive") apply to your use of the Software, and you wish to obtain the information necessary to achieve interoperability of an independently created computer program with the Software as permitted under Article 6 of the Software Directive ("Interoperability Information"), you must notify Genworks in writing, specifying the nature of the Interoperability Information you need and the purpose for which it will be used. If Genworks reasonably determines that you are entitled to such Interoperability Information under the Software Directive, Genworks shall, at its option, either (i) provide

such Interoperability Information to you, or (ii) allow you to reverse engineer the Software, within the limits and for the purposes prescribed by the Software Directive, and such other limits not inconsistent with the Software Directive which Genworks may require solely to the extent indispensable to obtain such Interoperability Information. If Genworks elects clause (i), you will provide any information and assistance reasonably requested by Genworks to enable Genworks to perform clause (i), and Genworks may charge you a reasonable fee for making available the requested Interoperability Information, unless such a fee is prohibited under the Software Directive.

# 6 Non-Commercial Redistribution Rights For The Licensee Of The Enterprise Editions Of Gendl

The rights detailed in this section apply only to the Enterprise Editions of Gendl. The Professional Edition of Gendl does not permit you to create runtime applications.

Creating your application for distribution or deployment is only permitted using the make-gdl-app function. You must utilize this function to prepare your runtime application for delivery or deployment.

Genworks permits you to distribute or deploy your application packaged as a standard runtime image using make-gdl-app (subject to the restrictions below in this section) for 12 months after you purchase the license for the Enterprise Edition of Gendl, and thereafter you may continue to distribute or deploy if you renew your Enterprise Edition of Gendl annually (please refer to section 1.4 of the Support Initiation Form). If you do not renew, then you shall no longer have this right to distribute or deploy.

Specifically, the above permission grants you a non-exclusive, non-transferable, royalty-free right to reproduce and distribute or deploy your application as a standard runtime application created by Generate Application provided that you:

1. distribute or deploy a standard runtime application, as authorized in clause (7) below, which provides a substantial functionality above and beyond the standard runtime function in Gendl, and is not intended to be used for general-purpose Lisp or GDL development.

2. do not derive any financial benefit or commercial value, or authorize or permit any third party to derive any direct financial benefit or commercial value, in each case directly or indirectly, from such distribution or deployment. (To distribute commercially or deploy copies of your application created by Generate Application for financial benefits, please contact Genworks' offices to arrange a separate runtime distribution or deployment (VAR) license).

   Without limitation, you may not: (i) use your application for any commercial purposes or direct or indirect financial benefit (including without limitation using the application to support commercial activities, or using the application in a commercial website), or (ii) license, rent, or otherwise distribute or deploy your application, directly or indirectly, for a fee or other direct or indirect financial benefit, or (iii) distribute or deploy your application with related or bundled software or other products for a fee or other direct or indirect financial benefit, or (iv) use your application to facilitate the sale or provision of products or services (including related consulting services, support or maintenance fees, or unrelated products or services) for a fee or other direct or indirect financial benefit;

3. do not use Genworks' name, logo, or trademarks to identify or market your software product without express written permission from Genworks;

4. do include the Genworks copyright notice for the program on your product label and as part of the sign-on message for your software product, and do not remove Genworks product identification or copyright from any copy;

5. agree to indemnify, hold harmless, and defend Genworks from and against any claims or lawsuits, including claims for attorneys' fees and costs, resulting from third-party allegations of infringement, the end user's negligent use, or the reproduction or distribution of your software product;

6. are solely responsible to anyone receiving such copies for any support, service, upgrades or technical or other assistance. Such recipients will have no right to contact or look to Genworks for such services or assistance;

7. agree that the permission granted herein is solely for the purpose of using a standard runtime application created by Generate Application to execute specific-purpose application programs written using an authorized copy of the Enterprise Edition of Gendl, and you are not authorized to include any files or documentation in the Gendl program in any product that is generally competitive with Gendl, as defined by Genworks, utilizing a rule of reason; and

8. in distributing your application, (i) prohibit each recipient of the application from reverse engineering, decompiling, disassembling, macroexpanding, or otherwise attempting to discover the internal workings or any Trade Secrets contained within the application or any part of the application; (ii) prohibit each recipient of the application from using or distributing the application for commercial purposes (as defined herein above); and (iii) specify that Genworks shall not be liable to the recipient for any general, special, direct, indirect, consequential, incidental, or other damages.

# 7  Limited Warranty And Disclaimer

You are responsible for the supervision, management and control of the use of the Software, and output of the Software, including, but not limited to:

1. selection of the Software to achieve your intended results;

2. determining the appropriate uses of the Software and the output of the Software in your business;

3. establishing adequate independent procedures for testing the accuracy of the Software and any output; and

4. establishing adequate backup to prevent the loss of data in the event of a Software malfunction.

Genworks warrants that for a period of sixty (60) days from the date of delivery to you, as evidenced by a copy of your receipt or cancelled check, (i) the product is free of significant errors in the software that would render it unusable, and (ii) the product is free of defects in materials or workmanship. Genworks' entire liability, and your exclusive remedy under this warranty (which is subject to your returning the product to Genworks with a copy of your receipt), will be, at Genworks' option, and as applicable, to replace defective materials, to remedy demonstrable and significant program errors within a reasonable period of time, to replace the program with functionally equivalent software, or, at Genworks' option, to refund the purchase price and terminate the agreement.

Except for the above express limited warranties, Genworks makes and you receive no warranty, express, implied, statutory or otherwise, and Genworks specifically disclaims any implied warranty of merchantability, satisfactory quality, noninfringement, or fitness for a particular purpose. Genworks does not warrant that the functions contained in the program will meet your requirements or that the operation of the program will be uninterrupted or error free.

# 8    Limitation of Liability

Genworks' aggregate liability arising out of this agreement will be limited to a refund by Genworks of the price paid for the program. In no event will Genworks be liable for loss of data, lost profits, cost of substitute products or services, or any special, incidental, consequential or indirect damages arising from the use of the program or accompanying documentation or otherwise arising out of this Agreement, however caused and on any theory of liability. This limitation will apply even if Genworks has been advised of the possibility of such damage, and notwithstanding any failure of essential purpose of any limited remedy. You acknowledge that the license fee reflects this allocation of risk.

# 9    Government Use

You hereby acknowledge that the program and related documentation are "commercial computer software" provided in accordance with FAR 12.212 and DFARS 227.7202 and are, therefore, subject to Genworks' standard licensing terms therefor.

# 10    General

You acknowledge that the Software and the Documentation may be subject to the export control laws of the United States or the United Kingdom and agree not to export or re-export the Software or the Documentation (i.e., move the Software from the country in which you first licensed it) without the appropriate United States or foreign government licenses and the written approval of Genworks and its licensors. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Michigan without regard to the United Nations Convention on Contracts for the International Sale of Goods and without reference to conflict of laws principles, and will be deemed a contract under seal. The English language version of this Agreement shall be the authorized text for all purposes, despite translations or interpretations of this Agreement into other languages. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible and the remainder of this Agreement shall remain in full force and effect. This agreement is the entire agreement between Genworks and you and supersedes any other communications or advertising with respect to the program and accompanying documentation.

# 11    Canadian Sales

If you purchased this product in Canada, you agree to the following: The parties hereto confirm that it is their wish that this Agreement, as well as other documents relating hereto, including Notices, have been and shall be written in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattache, soient rédigés en langue anglaise.

   If you have any questions concerning this agreement, or otherwise wish to contact Genworks, email to: info@genworks.com or write to: Customer Service, Genworks International, 255 E Brown Street, Suite 310, Birmingham, Michigan 48009, USA.