

RLM-EZ No Nonsense License Agreement

You want to use RLM-EZ (the "Software"). Reprise Software, Inc. ("Reprise") will let you use it at no charge. In consideration for this, you agree to the following:

- **1. License.** Reprise grants you a nonexclusive, nontransferable license to use the Software anywhere in the world, as long as the Software is bundled with your products. In other words, you will not ship RLM-EZ independent of your product, with another product, or otherwise, by itself.
- **2. No reverse engineering.** You agree you will not disassemble, decompile, or reverse engineer the Software (except to the extent allowed by law) or attempt to access/use portions of the program code for which you do not have a license from Reprise.
- **3**. **Ownership.** RLM-EZ belongs to Reprise, not you. Reprise has agreed to let you use it, but you don't own it. You won't remove Reprise's (or its licensor's) proprietary rights notices from any copies of the Software.
- 4. Charges and Payments. Reprise is licensing RLM-EZ to you under these terms at no cost.
- **5. Warranty.** There is no warranty of any kind, express or implied. THE SOFTWARE IS PROVIDED "AS IS." There will be no updates and no maintenance fixes for the Software.
- **6. Indemnity.** If the Software or the combination of your software and RLM-EZ are found to violate any patent, trademark, or other intellectual property right, you agree to remove RLM-EZ from your product and stop using and shipping it immediately. Reprise's total responsibility in this case is what you paid for the license (\$0). This obligation survives termination of this Agreement.
- **7. Limitation of Liability.** Whatever happens, Reprise is liable only in the amount you paid for the license (\$0). In no case will Reprise be responsible for indirect, incidental, or consequential damages to you.
- 8. Term and Termination. You may terminate this Agreement at any time by emailing support@reprisesoftware.com. Reprise will acknowledge your email. Reprise may terminate this Agreement at any time if you violate it. In that case, Reprise will contact you by email at the address you provided. If that email address is no longer valid, your license is terminated regardless. When the license is terminated, you must stop using and distributing the Software and email Reprise that you have complied. Any Software you shipped prior to termination is not affected.
- 9. General Terms (the "fine print").

This Agreement is governed by the substantive laws of the State of California, U.S.A., excluding both that body of law known as conflicts of law and the United Nations Convention on Contracts for the Sale of Goods.

In the event that any part of this Agreement is found to be invalid or unenforceable, it will be enforced to the extent allowed and the rest of this Agreement will remain in full force and effect.

<u>Government Users</u>. In the event you grant sublicenses to the U.S. Government or to a U.S. Government prime contractor or subcontractor at any tier ("U.S. Government End-User"), you will include a notice like this:

U.S. GOVERNMENT END USERS. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only

those rights set forth herein. Manufacturer is [Your name and address here].

Everything provided under this Agreement is subject to U.S. export control laws and maybe to export or import regulations in other countries. You agree to obey these laws and regulations and you agree that you have the responsibility to obtain any licenses needed to export, re-export, or import.

Reprise may include your company name in a list of its customers.

If you are located in a country/region embargoed or restricted by the U.S. Government, or if you are named in the U.S. Government's restricted entity list, you may not use the Software.

The Software contains third party files, software code, and documentation writing tools that are reproduced and distributed under open source or BSD style licenses (collectively, the "Open Source Software"). See: www.reprisesoftware.com/open_source_agreements/ for more information on the terms governing the Open Source Software. By accepting this Agreement, you are also accepting the terms and conditions that govern the Open Source Software.

10. Entire Agreement. This Agreement is the complete agreement between us concerning RLM-EZ. No modification of this Agreement is permitted unless both you and Reprise agree. For Users Outside of the United States, Canada, or Mexico: No other person is entitled to enforce any terms of the Agreement under the Contracts (Rights of Third Parties) Act 1999. If you don't agree with all of these terms, email Reprise immediately, stop using the Software, and destroy any copies you have.

For International Users: This Agreement is written in English.

Reprise Software, Inc. P.O. Box 8 Paicines, CA 95043-0008 USA (781) 837-0884 For Courier Services: 13388 Old Airline Highway Paicines, CA USA 95043 http://www.reprisesoftware.com

Revision 1.0 – Jan 11, 2016