

## **END-USER LICENSE AGREEMENT FOR COMPONENTSPACE SOFTWARE**

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity and hereinafter "you" or "your") and ComponentSpace Pty Ltd ("ComponentSpace") for the ComponentSpace software product accompanying this EULA, which includes computer software and may include associated media, printed materials, and online or electronic documentation ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, copy, or use the SOFTWARE PRODUCT.

### **1. GRANT OF LICENSE**

Subject to all the terms and conditions in this EULA and in consideration of your payment of applicable license fees, ComponentSpace hereby grants to you, and you accept, a nonexclusive, non-transferable license to install and use the SOFTWARE PRODUCT as authorized in sections 1.1 through 1.5 below.

#### **1.1 EVALUATION OR TRIAL USE LICENSE**

If the SOFTWARE PRODUCT you have obtained is marked as a "TRIAL" or "EVALUATION," you may install and use the SOFTWARE PRODUCT, for evaluation purposes only, for a period of 30 calendar days from the date of installation ("EVALUATION PERIOD"). Upon request, ComponentSpace may grant you an extension to the EVALUATION PERIOD. Once the EVALUATION PERIOD has expired, the SOFTWARE PRODUCT must be uninstalled and all copies destroyed. The SOFTWARE PRODUCT must not be used in production systems.

#### **1.2 SINGLE DEVELOPER LICENSE**

If you purchase a SINGLE SOFTWARE DEVELOPER license you may install and use a single copy of the SOFTWARE PRODUCT. You may move the SOFTWARE PRODUCT from one computer to another, and the SOFTWARE PRODUCT may be installed on more than one computer at any one time as long as it is only for the sole use of you.

#### **1.3 MULTI-DEVELOPER LICENSE**

If you purchase a MULTI-DEVELOPER TEAM license for the SOFTWARE PRODUCT, then the EULA extends to include the number of software developers specified by the license.

#### **1.4 SITE LICENSE**

If you purchase a SITE license for the SOFTWARE PRODUCT, then the EULA extends to include all software developers within the purchasing organization and located at the same business address or who from time to time telecommute from home or other locations external to the business address.

#### **1.5 ENTERPRISE LICENSE**

If you purchase an ENTERPRISE license for the SOFTWARE PRODUCT, then the EULA extends to include all software developers within the purchasing organization regardless of their location.

## 2. RIGHTS IN SOFTWARE PRODUCT

You acknowledge that the SOFTWARE PRODUCT and any copies, regardless of the form or media in which the original or copies may exist, are the sole and exclusive property of ComponentSpace. By accepting this EULA, you do not become the owner of the SOFTWARE PRODUCT recorded on the media. You further acknowledge that the SOFTWARE PRODUCT, including the code, logic and structure of the SOFTWARE PRODUCT, contain valuable trade secrets belonging to ComponentSpace. You agree to secure and protect the SOFTWARE PRODUCT consistent with the maintenance of ComponentSpace's rights in the SOFTWARE PRODUCT, as set forth in this EULA.

## 3. COPYRIGHT

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images and text incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by ComponentSpace. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material.

## 4. CREATING APPLICATIONS

You may use the SOFTWARE PRODUCT for the purpose of developing your own software applications ("APPLICATIONS"), in accordance with the terms of this EULA. You may freely distribute the runtime component only of the SOFTWARE PRODUCT along with your own APPLICATIONS without payment to ComponentSpace, providing the APPLICATIONS:

- (a) contain only the runtime component of the SOFTWARE PRODUCT; and
- (b) contain no modifications to the SOFTWARE PRODUCT (including alterations to the original proprietary notices); and
- (c) do not provide substantially the same functionality as the SOFTWARE PRODUCT or have as one of their purposes to build other software that would compete with the SOFTWARE PRODUCT; and
- (d) do not reproduce or distribute any portion of the documentation for the SOFTWARE PRODUCT or document the APPLICATIONS in a manner that identifies the programmatic interface to the SOFTWARE PRODUCT; and
- (e) are subject to a license agreement that (i) limits end-users ("END-USERS") of the APPLICATIONS use of the SOFTWARE PRODUCT to a runtime component, (ii) restricts the END-USERS from changing, altering or modifying the SOFTWARE PRODUCT, creating derivative works, translations, reverse assembling, reverse compiling, disassembling, or in any way reverse engineering the SOFTWARE PRODUCT, and (iii) prevents END-USERS from sublicensing, renting, distributing, leasing or otherwise transferring or assigning any portion of the SOFTWARE PRODUCT other than as specifically permitted in this EULA.

Only licensed developers have the right to use the SOFTWARE PRODUCT for developing the APPLICATIONS. Non-licensed developers do not have the right to use the SOFTWARE PRODUCT, or any part thereof, to compile, link, build or package the APPLICATIONS using the SOFTWARE PRODUCT.

A license is not required to use the SOFTWARE PRODUCT as part of an automated build system. A license is not required to test the APPLICATIONS.

#### 5. EXAMPLE CODE

Solely with respect to those portions of the SOFTWARE PRODUCT identified as example code ("EXAMPLE CODE"), ComponentSpace grants you the right to use and modify the EXAMPLE CODE for the purposes of designing, developing, and testing your APPLICATIONS.

#### 6. SOURCE CODE

Source code, if included with the SOFTWARE PRODUCT, does not constitute transfer of any legal rights to such code, and resale or distribution of all or any portion of all source code and intellectual property will be prosecuted to the fullest extent of all applicable state, federal and international laws.

#### 7. REVERSE ENGINEERING

You may use the SOFTWARE PRODUCT solely in its original form, and may not change, alter or modify the SOFTWARE PRODUCT, translate, reverse assemble, reverse compile, disassemble, or in any way reverse engineer the SOFTWARE PRODUCT.

#### 8. PRODUCT UPDATES

If updates to or new versions of the SOFTWARE PRODUCT are made available to and are obtained by you, they will become part of the SOFTWARE PRODUCT and governed by the terms of this EULA.

#### 9. BACKUPS

Copies of the SOFTWARE PRODUCT may be made for archival or backup purposes as long as they contain all the original SOFTWARE PRODUCT proprietary notices.

#### 10. RENTAL

You may not sublicense, rent, distribute, lease or otherwise transfer or assign any or all of your rights in the SOFTWARE PRODUCT.

#### 11. TRANSFER

You may not permanently or temporarily transfer any of your rights under this EULA to any individual or entity without prior written approval from ComponentSpace. Notwithstanding the foregoing, you may assign your rights in the SOFTWARE PRODUCT to any individual or entity that you merge with or into or that acquires substantially all of your assets or stock.

#### 12. TERM

This EULA will be perpetual unless you fail to observe any of its terms, in which case it will terminate immediately and without additional prior notice provided. Upon termination of this EULA, you will destroy the original and all copies, complete or partial, of the SOFTWARE PRODUCT, and will not access such media for the purpose of recovering any of the SOFTWARE PRODUCT.

#### 13. U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE PRODUCT is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the

Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. The manufacturer is ComponentSpace Pty Ltd, PO Box 420, Robina, QLD 4226, Australia.

#### 14. EXPORT RESTRICTIONS

You agree that you neither intend to nor will, directly or indirectly, export or transmit the SOFTWARE PRODUCT to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

#### 15. DISCLAIMER OF WARRANTY

The SOFTWARE PRODUCT is provided "AS-IS," without warranty of any kind, and any use of the software product is at your own risk. To the maximum extent permitted by applicable law, ComponentSpace and its suppliers disclaim all warranties and conditions, either express or implied, including, but not limited to, implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the SOFTWARE PRODUCT.

#### 16. LIMITATION ON LIABILITY

To the maximum extent permitted by applicable law, in no event will either party be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE PRODUCT, even if the applicable party has been advised of the possibility of such damages. In no event will either party's liability exceed the price paid to ComponentSpace for the SOFTWARE PRODUCT.

#### 17. INDEMNIFICATION

You hereby agree to indemnify ComponentSpace and its officers, directors, employees, agents, and representatives from each and every demand, claim, loss, liability, or damage of any kind, including actual attorney's fees, whether in tort or contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any third party with respect to any breach or violation of this EULA by you or any claims based on the SOFTWARE PRODUCT included therein.

#### 18. ENTIRE AGREEMENT

You acknowledge that you have read this license, understand it, and agree to be bound by its terms and conditions. You also agree that this license is the complete and exclusive statement of the agreement between ComponentSpace and you, which supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the subject matter of this EULA.

#### 19. MISCELLANEOUS

If any term of this EULA is found invalid, the term will be modified or omitted to the extent necessary, and the remainder of the EULA will continue in full effect.

#### 20. GOVERNING LAW

This EULA will be governed by the laws in force in the State of Queensland, Australia. All disputes will have exclusive venue in the federal and state courts in Queensland and you consent to the jurisdiction of these courts.

ComponentSpace reserves all rights not expressly granted to you in this EULA.