

End-User License Agreement For MESCIUS ActiveReports.NET Software

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This End User License Agreement (this “EULA”) contains the terms and conditions that govern Your use of MESCIUS EUROPE GmbH (“MESCIUS”) (formerly known as GrapeCity, Inc. or MESCIUS inc.) ActiveReports.NET SOFTWARE enclosed or otherwise accompanied herewith (individually and collectively, the “SOFTWARE”) (as defined below) and imposes material limitations on Your License. You should read this EULA carefully and treat it as valuable property.

I. THIS EULA

1. **This EULA is a Legally Binding Agreement between You and MESCIUS.** By signifying Your acceptance of the terms of this EULA, You intend to be, and hereby are, legally bound to this EULA to the same extent as if MESCIUS and You physically signed this EULA. By installing, copying, or otherwise using the SOFTWARE, You agree to be bound by all the terms and conditions of this EULA. If You are acting as an agent of a company or another legal person, such as an officer or other employee acting for Your employer, then “You” and “Your” mean Your principal, the entity or other legal person for whom You are acting. However, importantly, even if You are acting as an agent for another, You may still be personally liable for violation of federal and State laws, such as copyright infringement.
2. **If You do not agree to all of such terms and conditions, You may not install or use the SOFTWARE.** If You do not agree with any of the terms herewith and, for whatever reason, installation has begun or has been completed, You should cancel installation or uninstall the SOFTWARE, as the case may be. Furthermore, You should promptly return the SOFTWARE to the place of business from which You obtained it in accordance with any return policies of such place of business.

II. DEFINITIONS

The following terms have the respective meanings as used in this EULA:

1. “Affiliate” means an entity, institution, or organization that is controlled by, or under common control with another entity, institution, or organization, with at least majority ownership.
2. “Application/Developed Software” means software products that are developed through or by the use of the SOFTWARE.
3. “Authorized User/Team Member” means You and Your employees and independent contractors (excluding any outsourcer, facilities management providers or application service provider.)
4. “Design-Time” means the time during which you create the application in the development environment.
5. “Developed Web Server Software” means those Developed Software products that reside logically or physically on at least one (1) Web Server and are operated (meaning the computer Software instruction set is carried out) by the Web Server’s central processing unit(s) (CPU).

6. "Developer Seat Basis" means that each Developer using or otherwise accessing the programmatic interface or the SOFTWARE must obtain the right to do so by purchasing a separate License.
7. "Developer" means a human being or any other automated device using the SOFTWARE in accordance with the terms and conditions of this EULA.
8. "Distribution Key" means the serial key assigned for the distribution of Your developed software.
9. "Documentation" means help files, samples, databases, and images; anything provided to You for use with or in conjunction with the SOFTWARE.
10. "Network Server Basis" means that you may perform a single install of the SOFTWARE for use in the development and deployment of a Web-based Application and/or Report Definition files on a single Network Server.
11. "Network Server" means a computer with one or more computer central processing units (CPU's) that operates for the purpose of serving other computers logically or physically connected to it, including, but not limited to, other computers connected to it on an internal network, intranet or the Internet.
12. "Object Code" set of instruction codes that is understood by a computer at the lowest hardware level.
13. "Online or Electronic Documentation" means data, data engines, images; updates and upgrades anything provided to You for use with or in conjunction with the SOFTWARE.
14. "Open Source Software" means open source components embedded in the SOFTWARE and provided under the associated license terms, including, but not limited to, the BSD license , MIT License, and Apache License, which can be found in the LICENSE.txt file provided with the SOFTWARE.
15. "Pipeline" means an automated build process, workflow, or orchestration sequence that integrates the SOFTWARE as part of a continuous integration, data processing, or automation environment.
16. "Redistributable Files" means the SOFTWARE files or other portions of the SOFTWARE that are provided by MESCIUS and are identified as such in the Documentation for distribution by You with the Developed Software.
17. "Resellers and Distributors" means a MESCIUS authorized partner.
18. "Run-Time" means a time when You interact with the application the same way a user would. You can view code, but you cannot change it.
19. "Serial Key" means a set of unique characters associated with the activation of the SOFTWARE.
20. "Site" means the single physical location that corresponds to a single physical mailing address of the server, where Your developed software resides.
21. "SOFTWARE" shall include, to the extent provided by MESCIUS, (1) any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; (2) any revisions, updates and/or upgrades thereto; (3) anything in any form whatsoever intended to be used with or in conjunction therewith; and 4) any associated media, documentation (including physical, electronic and online) and printed materials (the "Documentation").

22. “Source Code” shall mean computer Software code or programs in human readable format, such as a printed listing of a program written in a high-level computer language. The term “Source Code” includes, but is not limited to, documents and materials in support of the development of the SOFTWARE, such as flow charts, pseudo code and program notes.
23. “Team” shall mean the development group comprised of five (5) or less developers that are licensed to use the SOFTWARE pursuant to the terms of this EULA.
24. “UPDATE” means a revision to the SOFTWARE or improvement to the functionality of the SOFTWARE, and may contain new features or enhancement.
25. “UPGRADE” means a subsequent version of the SOFTWARE that MESCIUS designates as a new release and makes commercially available.
26. “Web Server” means a type of Network Server that serves other computers which, are specifically connected to it through either an intranet or the Internet.

III. GRANT OF LICENSE AND LIMITATIONS

1. General Grant. Subject to the terms of this EULA and the License type purchased — whether Perpetual or Subscription — You are granted a limited, non-exclusive, royalty-free right to install and use the SOFTWARE only during the period in which Your applicable License is valid and active.

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The following limitations to your Plugin Developer License shall apply:

- i. You are not licensed to install or use the SOFTWARE on a computer that is a network server or a computer at which the SOFTWARE is used by more than one (1) Developer.
- ii. You must purchase additional separate Developer Licenses per Developer in order to add additional Developer seats, whether the additional Developers are accessing the SOFTWARE directly in a stand-alone environment or on a computer network.
- iii. You are not licensed to resell a plugin or control that exposes the original SOFTWARE API or for development purposes.

c. Pipeline License. This section applies only to a Pipeline License. Subject to the terms and conditions of this EULA, You are granted a royalty-free, perpetual license to install and use the SOFTWARE in an unlimited number of pipeline environments.

The following limitations to your Pipeline License shall apply:

- i. The Pipeline License can only be used in a pipeline environment to perform automated builds for Your Developed Software.
- ii. The Pipeline License must not be used to license the SOFTWARE during development or Design-Time of the Developed Software.
- iii. The Pipeline License does not replace the Standard Developer License. Each developer using SOFTWARE must have a separate Standard Developer License or Plugin Developer License to develop with the SOFTWARE at Design-Time.

2. LICENSE PROHIBITED USE. Subject to the terms and conditions of this EULA, You are hereby expressly prohibited from the use of the SOFTWARE in the following manner:

- i. You may not distribute, bundle, wrap or subclass the SOFTWARE as Developed Software which, when used in a “design-time” development environment, exposes the programmatic interface of the SOFTWARE.
- ii. In all cases, (a) You may not use MESCIUS’s name, logo, or trademarks to market Your Developed Software without the express written consent of MESCIUS; (b) You agree to indemnify, hold harmless, and defend MESCIUS, its suppliers and resellers, from and against any claims or lawsuits, including attorney’s fees that may arise from the use or distribution of Your Developed Software; (c) You may use the SOFTWARE only to create Developed Software that is significantly different than the SOFTWARE.
- iii. MESCIUS might require proof of compliance regarding your use of the SOFTWARE with the terms of this EULA.
- iv. You represent and warrant that you will use the SOFTWARE strictly in compliance with all applicable laws, regulations, and industry standards. Without limiting the generality of the foregoing, you shall not, directly or indirectly: i) use the SOFTWARE for any unlawful, fraudulent, or malicious activities; ii) use the SOFTWARE to transmit, store, or distribute any content that is illegal, defamatory, infringing, harmful, or that is otherwise injurious to third parties; iii) use the SOFTWARE that is for any activity that is a violation of legal rights, including, but not limited to, privacy, intellectual property, or proprietary rights.
- v. Using the SOFTWARE after a Subscription Term expires is expressly prohibited and constitutes unauthorized use.

3. Evaluation and/or Trial License. If you are using an “evaluation or trial license” or similar version, specifically designated as such by MESCIUS on its website or otherwise, then the Licenses are limited as follows:

- i. You are licensed to use the SOFTWARE for a period of thirty (30) days counted from the day of installation (“**Evaluation Period**”).

- ii. Upon completion of the Evaluation Period, You shall either i) delete the SOFTWARE from the computer containing the installation, or You may ii) obtain a paid license of the SOFTWARE from MESCIUS or any of its resellers or distributors; and;
 - iii. Any Software developed with the Evaluation License may not be distributed or used for any commercial purpose.
- 4. **SERIAL KEY.** Notwithstanding anything in this EULA to the contrary, along with Your license, You will be issued a unique serial number (the “Serial Key”) for the activation of the SOFTWARE.

The Serial Number is subject to the restrictions set forth in this EULA and may not be disclosed or distributed either with Your Developed Software or in any other way. The disclosure or distribution of the Serial Number constitutes a breach of this EULA, the effect of which shall be the immediate termination and revocation of all the rights granted herein.

- 5. **PRODUCT ACTIVATION.** Product activation is based on the exchange of information between Your computer and MESCIUS. None of this information contains personally identifiable information nor can they be used to identify any personal information about You or any information You store in Your computer. For Subscription Licenses, MESCIUS may require periodic re-activation to verify an active Subscription. Upon expiration, the SOFTWARE may cease to function, and such cessation is not considered a defect but a condition of the License model.

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The return option to MESCIUS is only available to the original purchaser of the unused SOFTWARE. To return the SOFTWARE directly to MESCIUS, You must first request to return the SOFTWARE within thirty (30) days from the date of purchase. Secondly, you must receive a Return Authorization Number from MESCIUS and return to MESCIUS the SOFTWARE purchased.

To return the SOFTWARE to your reseller/or distributor, You must comply with the return policies of Your supplier as You agreed at the point of purchase. If the place of business from which You purchased the SOFTWARE does not honor a full refund for a period of thirty (30) days from the date of purchase, You may then return the SOFTWARE directly to MESCIUS for a refund provided that such returns are authorized within the same thirty (30) day time period. All source code sales are final. Due to the nature of source code sales, MESCIUS return policies do not apply.

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- 1. Copyright.** You agree that all right, title, and interest in and to the SOFTWARE (including, but not limited to, any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the SOFTWARE), and any copies of the SOFTWARE, and any copyrights and other intellectual properties therein or related thereto are owned exclusively by MESCIUS, except to the limited extent that MESCIUS may be the rightful license holder of certain third-party technologies incorporated into the SOFTWARE. The SOFTWARE is protected by copyright laws and international treaty provisions. The SOFTWARE is licensed to You, not sold to You. MESCIUS reserves all rights not otherwise expressly and specifically granted to You in this EULA.
- 2. Backups.** You may make a copy of the SOFTWARE solely for backup or archival purposes. Notwithstanding the foregoing, You may not copy the printed Documentation.
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4. **STATUTE OF LIMITATIONS.** You agree that any action in relation to an alleged breach of this EULA shall be commenced within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.
5. **YOU INDEMNIFY MESCIUS.** You agree to indemnify, hold harmless, and defend MESCIUS and its suppliers and resellers from and against any and all claims or lawsuits, including attorney’s fees, which arise out of or result from Your distribution of Your Developed Software, Your Developed Web Server Software or from Your breach of any of the terms and conditions of this EULA.
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