

IndySoft Subscription Services End-User License Agreement

INDYSOFT, INC. ("INDYSOFT") SUBSCRIPTION SERVICE END-USER LICENSE AGREEMENT ("EULA") for compatible systems.

1. IMPORTANT READ CAREFULLY: BY INSTALLING, REGISTERING, COPYING, OR OTHERWISE USING THIS SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

This IndySoft EULA is a binding agreement between you (either an individual or a single entity), a user of this product ("End User"), and IndySoft Corporation, which includes computer software, associated media and printed materials, and may include online or electronic documentation, internet-based services, and updates collectively known as the product name stated in the title bar of the installer and/or main screen ("Product").

2. GRANT OF LICENSE, RESTRICTIONS

Subject to the terms and conditions of this Agreement and the express restrictions contained in this Section, IndySoft grants to End User, solely in accordance with the applicable terms as set forth in the Documentation: (a) the right to access and use the Service during the Service Term and up to the number of Users for Customer's own internal business operations and not for the benefit of any other person or entity; and (b) a personal, non-transferable, non-exclusive, non-sublicensable license during the Service Term to use and distribute the Software to Customer's Users in object code form only, solely for the purpose of accessing the Service.

3. INSTALLATION AND USE

Your Software Product is licensed to you for use only on the edition, tier, and platform designated by your IndySoft purchasing and licensing records. You are only licensed for one or more licensing environments as agreed upon with IndySoft Corporation and in agreement with the licensing terms in this document. You may install and use (in the manner provided) only this configuration for which you have obtained a license, and only within the licensing environment(s) designated by IndySoft Corporation.

No provisions are allowed by which purchased Products may be used in multiple environments (testing, validation, production, etc.) where the total sum of licenses across such systems exceeds the total number of purchased licenses. Multiple production environments under the same master company record are not permitted. Each individual database related to a licensing environment is considered a separate system from the standpoint of support and



www.IndySoft.com



sales@IndySoft.com



(877) 463-9763

Software cost. Production and Test installations are treated as separate system installations. Additional customer licensing environments can only be arranged by application through IndySoft Sales. Purchased licenses may be distributed among multiple licensing environments in accordance with previously stated purchased seat count restrictions and in compliance with IndySoft company policies and licensing terms. Products must be registered against the IndySoft servers either through the provided Internet registration Software or via phone registration with IndySoft technicians. Cloning databases and/or systems without complying with registration policies is restricted and a violation of this licensing agreement.

STANDARD LICENSING TERMS

Single User Licenses: Where applicable you may install and use a single copy of each purchased Software license on a single computer. You may access the Software from the local hard disk only. If a database is provided with your single user application you may not install, relocate, or access the database over a network to gain multi-user access capabilities. When allowed by IndySoft Corporation, you may locate a centralized copy of a Single User database on a network for the purpose of large-scale technician installation and deployment as long as the operation complies with our system registration requirements. You may use each licensed copy of the Software only on a single computer up to, but not to exceed, your total purchased licenses for this Product, tier and platform combination as allocated within your related license environment.

Multi-User Concurrent Use Licenses: Your Multi-User concurrent use license grants you the right to access the Software against a singular database within the designated license environment. You must purchase a concurrent user license for each additional simultaneous user to access the Software on a network. IndySoft grants you a nonexclusive license to install a copy of the Software on multiple computers accessing the singular database but at no time will the simultaneous access exceed the total number of licenses you have purchased and allocated to this environment through registration procedures. You may access the Software from a hard disk, over a network, or by any other method; strictly in accordance with the terms hereof. Each individual database related to a licensing environment is considered a separate system from the standpoint of support and Software cost. Production and Test installations are treated as separate system installations. Any attempt to concurrently run more than the purchased number of users, is in violation of this license and may result in termination of this license agreement.

Virtual Machine Technologies: You may deploy the application server and/or client Software using virtual machine technologies as long as the deployment does not violate the Software concurrent usage, registration, or license environment terms. IndySoft regards each virtual machine instance to be the equivalent of one standard PC or server and only offers licensing accordingly.

Web Tier Concurrent User Licenses: Web deployed Products are designed and licensed for use on Microsoft Windows Server platforms. You must purchase a concurrent user license for each additional simultaneous user to access the Software on a network. IndySoft grants you a nonexclusive license to install one copy of the Software on a single computer. You may access the Software from a hard disk, over a network, or by any other method; strictly in accordance with the terms hereof. Multiple End Users may access the Software via a web browser, but access shall not exceed the total number of licenses purchased and allocated to the registered license environment.

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4. COPYRIGHT AND COPIES

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5. OTHER RESTRICTIONS

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6. SUPPORT

The Service shall include any and all updates, upgrades, and bug fixes that may be provided from time to time to Customer. In the event Customer experiences any incidents or failures relating to the Service, Customer shall report such matter to IndySoft in the manner and in accordance with the support terms and conditions referenced above.

7. DISCLAIMER OF WARRANTY

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIM ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT FOR THE SOFTWARE AND DOCUMENTATION, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Good data processing procedure dictates that any program be thoroughly tested with non-critical data before relying on it. The user must assume the entire risk of using the Software. ANY LIABILITY OF THE SELLER WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REFUND OF PURCHASE PRICE.

8. LIMITED LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY SHALL INDYSOFT OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY COSTS OF SUBSTITUTE PRODUCTS, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE LICENSE OF, USE OF, OR INABILITY TO USE ANY INDYSOFT SOFTWARE OR DOCUMENTATION, EVEN IF INDYSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL INDYSOFT'S OR ITS SUPPLIERS' LIABILITY EXCEED THE LICENSE FEE PAID BY YOU. THIS LIMITATION OF LIABILITY AND RISKS IS REFLECTED IN THE PRICE OF THE SOFTWARE LICENSE.

9. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue until terminated. The service term of the Agreement ("Service Term") shall commence on the date that IndySoft makes the Service available to Customer and shall continue for the period specified by the IndySoft SKU ordered by Customer unless earlier terminated under this Agreement. The Service Term may automatically be extended for an additional Service Term of the same duration unless (a) You provide IndySoft with written notice no later than 30 days prior to the end of the applicable Service Term of Your intention not to renew such Services, or (b)

IndySoft provides You with written notice no later than ninety (90) days prior to the end of the applicable Service Term of its intention not to renew such Services.

Each party may terminate this Agreement immediately by giving notice to the other party if the other party is in breach of a material provision in this Agreement and, if such breach is capable of remedy, does not rectify such breach within thirty (30) days of receiving a notice to do so, unless in the case of Customer's failure to pay for Service in which case the notice period shall be ten (10) days.

IndySoft may terminate this Agreement upon thirty (30) days' notice to Customer, when practicable, (a) if IndySoft determines that providing the Service could create a substantial economic or technical burden or security risk for IndySoft, (b) in order to comply with applicable government regulations or laws or requests of governmental entities, or (c) if IndySoft determines use of the Service by Customer or its provision of the Service to Customer has become impractical for any legal or regulatory reason.

Upon termination, Customer agrees to cease all use of the Service associated Documentation, installed or otherwise, and destroy all copies of any Software, deliverables and accompanying Documentation that are in Customer's possession or under Customer's control.

10. MISCELLANEOUS

This is the entire Agreement between you and IndySoft, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. The parties disclaim the application of the United Nations Convention on the International Sales of Goods. This Agreement is governed by the laws of the State of South Carolina, U.S.A., without the reference to conflict of laws principles. All disputes arising out of this Agreement shall be litigated or otherwise resolved exclusively in the State of South Carolina. You may not export or re-export the Software or documentation without the appropriate United States or foreign government licenses. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement.

11. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction release, shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

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