

Chart FX for Java Server License Agreement

READ CAREFULLY BEFORE INSTALLING THE SOFTWARE.

By installing the Chart FX for Java software (hereinafter "the Software" or "Software"), you are accepting the following License Agreement.

LICENSE AGREEMENT

This is a legal agreement between you (either an individual or an entity) and Software FX, Inc. By installing the software you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the uninstalled software to the place you purchased it for a full refund.

- GRANT OF LICENSE. Software FX, Inc. grants to you as an individual or entity a non-exclusive license to make and use copies of the Software in the manner provided below. The rights granted under this Agreement are only effective upon payment of license fees and possession of the appropriate License Agreement (if applicable). The software is licensed, not sold. Without limiting the generality of the foregoing, you do not receive any rights to any patents, copyrights, trade secrets, trademarks or other intellectual property rights to the software or related documentation. All rights not expressly granted to you under this License are reserved by Software FX, Inc.
- 2. **COPYRIGHT.** The Software is owned by Software FX, Inc. and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material (e.g. a book or a musical recording) except that you may either
 - (a) make one copy of the Software solely for backup or archival purposes;
 - (b) transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes or
 - (c) you may store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on other computers over an internal network; however, you must acquire and dedicate a License for each separate computer on which the Software is installed or run from the storage device. A License for the Software may not be shared or used concurrently on different computers. You may not make multiples copies of Software or the written materials accompanying the Software. The Software or any of its components may not be shared or used concurrently on different computers.
- 3. **INSTALLATION.** The software contains portions known as "Production Server", "Test/Development Server", "Designer" and "Client" components.
 - (a) **Use of Production Server.** This license agreement grants you one (1) license of the software portions known as "Production Server". The "Production Server" components are licensed on a per server basis. The "Production Server Components" may only be used on one and

the same server. Additional license fees are also due if the "Production Server" are used for hosting or service bureau purposes (e.g. an Internet Service Provider (ISP) may not use the "Production Server" when hosting pages for its customers using different domain names). An Additional Production Server license is required for each additional computer on which you will be installing and running any of the "Production Server" components.

- (b) Use of Test/Development Server Components. This license agreement grants you one (1) license of the software portions known as "Test/Development Server†components. The "Test/Development Server Components" may only be used on one and the same server. You may use the "Test/Development Server" software for the sole purpose of designing, developing and testing your product(s). An Additional Test/Development Server license is required for each additional computer on which you will be installing and running any of the "Test/Development Server" components.
- (c) Use of Designer Components. You may use the Designer components on any computer or workstation in your organization and for development purposes only. You may not redistribute the Designer components in more than one site or location that are physically separated, even if such locations are members of the same institutional system or regional consortium. In some cases and solely at Software FX's discretion, use of the Designer components may be granted to developers that are physically separated, but are administratively part of the same institution. Such cases will be determined individually. Granting such access in any one instance in no way obligates Software FX to grant access in any other instance.
- (d) Use of Client Components. You may use or redistribute the Client components on any computer or workstation on a royalty free basis provided that (a) you distribute only the portions of the Software designated as Client components, (b) you use and distribute the Client components only when used in connection with properly licensed "Production Server†or "Test/ Development Server" components, (c) You do not expose, document or make public the Client Component API (Application Programming Interface), (d) your end users are not allowed to use the Software for development purposes or further redistribution and deployment, (e) you do not wrap or distribute the Software in a component that can be used for development purposes on any application, tool, environment or container; (f) you do not reverse engineer copy, duplicate or distribute the license schema that is needed to use the Software in a design, development or runtime environment, (g) your software product may not, in the reasonable opinion of Software FX, compete with a Software FX, Inc. product, (h) You do not disassemble, decompile or reverse engineer the Software or any portions of it; (i) You do not use the Software FX, Inc. or Chart FX name, logo or trademark to market your software product; (i) You agree to indemnify, hold harmless, and defend Software FX, Inc. and its suppliers from and against any and all claims or lawsuits including attorney's fees that arise or result from the use or distribution of your software product You are also encouraged to contact Software FX, Inc. before deployment for more information on your specific redistribution rights. If any of the conditions set forth in paragraphs above are breached, such breach shall constitute an unlawful use of the Software, and you shall be prosecuted to the full extent of the law. Furthermore, you shall be liable to Software FX, Inc. for all damages caused by such breach and unlawful use of the software, including attorney's fees and costs incurred in any action, lawsuit or claim brought or filed to redress the breach of this agreement.
- 4. **EVALUATION VERSION.** If this License is for an evaluation version, you are authorized to use the Software only for evaluation purposes for a single evaluation period not to exceed 30 days, starting on the day on which you accept this License. Should you require an evaluation period exceeding thirty (30) days, you may contact Software FX, Inc. for an extended evaluation license.

Objects produced by Software configured with an evaluation version must contain symbols and text provided by Software FX, Inc. indicating that the object was produced with an evaluation version of the Software. You are not authorized to obtain more than one license for an evaluation version of any Software FX, Inc. Software by subsequent downloads or installations.

- 5. **UPGRADES.** If the Software PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by Software FX as being eligible for the upgrade in order to use the Software PRODUCT. A Software PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgrading product only in accordance with the terms of this License Agreement. If the Software PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the Software PRODUCT may be used and transferred only as part of that single package and may not be separated for use in more than one computer.
- 6. **LIMITED WARRANTY.** Software FX, Inc. warrants that (a) the Software will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days. and (b) any hardware accompanying the Software will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of receipt. Any implied warranties on the Software and hardware are limited to ninety (90) days and one (1) year respectively. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.
- 7. **HIGH-RISK ACTIVITIES.** The Software is not designed or licensed for use in hazardous environments requiring failsafe controls, including without limitation operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, and life support or weapons systems, in which the failure of the Software could lead to death, personal injury, or severe physical or environmental damage. SoftwareFX, Inc. specifically disclaims any express or implied warranty of fitness for such high-risk activities.
- 8. **NO OTHER WARRANTIES.** There are no other warranties to the maximum extent permitted by applicable law. Software FX, Inc. and its suppliers disclaim all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to the Software and the accompanying materials.
- 9. NO LIABILITIES FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. To the maximum extent permitted by law, in no event shall Software FX, Inc. or its suppliers be liable for any damages whatsoever (including without limitations, 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 this Software FX, Inc. product, even if Software FX, Inc. has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.
- 10. **CUSTOMER REMEDIES.** Software FX, Inc.'s and its suppliers' entire liability and your exclusive remedy in the event of a defect in materials and workmanship of the Software under normal use during the Limited Warranty period shall be, at Software FX, Inc.'s option, either (a) return of the price paid by you in exchange for all Software contents including written materials; or (b) repair or replacement of the Software or hardware that does not meet Software FX, Inc.'s Limited Warranty and which is returned to Software FX, Inc. with a copy of your receipt. This Limited Warranty is void if failure of the Software or hardware has resulted from accident, abuse, or misapplication. Any replacement Software or hardware will be warranted for the remainder of the original warranty period or thirty (30) days whichever is longer. Neither these remedies nor any product support services are

available outside the United States without proof of purchase from an authorized non-U.S. source. U.S. GOVERNMENT RESTRICTED RIGHTS The Software and written materials are 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. Manufacturer is Software FX, Inc. This Agreement is governed by the laws of the State of Florida, the U.S. Copyright Act and other applicable U.S. federal laws. All disputes or legal proceedings relating to use of the Software or this Agreement shall be brought and heard exclusively in the state or federal courts located in Palm Beach County, Florida, and by installing and/or using the Software, you hereby irrevocably consent and submit to personal jurisdiction in such courts for all such disputes or legal proceedings.