



Data visualization for every need, every platform

VTC for SharePoint 2007 License Agreement

READ CAREFULLY BEFORE INSTALLING THE SOFTWARE.

LICENSE AGREEMENT. This is a legal agreement between you (either an individual or an entity) and Software FX, Inc. By installing the VTC you are agreeing to be bound by the terms of this agreement.

- **1. 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 VTC 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 VTC is licensed, not sold.

Licensor grants you a license to access the VTC on any one system and/or for as many users and servers as you purchased. "You" means the company, entity or individual whose funds are used to pay the license fee. "Use" means accessing and/or viewing pre-recorded videos and electronic materials. You may not rent, lease, lend, sell or sublicense the product or training access to another person, company or other entity.

You are granted the right to use the VTC in your organization for training purposes only. You agree not to make any uses of this material including but not limited to reselling to others, distributing the program to others, or allowing portions to be used by others. You agree not to copy the videos, re-edit the videos, re-format the videos or portions of the videos for playing on a computer system, or distributing on an intranet, or on the internet, or to re-purpose the video elements in any manner.

The Personal Version of the VTC is licensed to be used on one machine only. This product is intended for personal viewing by you for the purpose of education or evaluation only, and not intended for any other specific purpose. The Personal Version of the VTC is intended for your personal use only, and not for public broadcast, display, transfer or installation on a server or a machine that is accessed by multiple users. You must acquire a Multiple User License version of the VTC to license, install and deploy the VTC on a per server basis based on the number of SharePoint named users able to access the server. IN ORDER TO DETERMINE THE PROPER MULTIPLE USER LICENSE VERSION FOR YOUR ORGANIZATION YOU NEED TO COUNT ALL USERS ABLE TO ACCESS THE SharePoint SERVER(S) REGARDLESS OF WHETHER THEY WILL BE ACCESSING AND/OR USING THE VTC OR NOT. You agree to purchase, install and upgrade (when necessary) a Multiple User License version of the VTC that complies with the amount of

users in your SharePoint implementation. Additional license fees are also due if the Multiple User License versions are used for hosting, SaaS (Software as a service), ASP (Application Service Provider) and/or service bureau purposes (e.g. you will assess additional licensing fees when hosting SharePoint sites for third party customers).

- **2. COPYRIGHT.** The VTC is owned by Software FX, Inc. and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the VTC like any other copyrighted material (e.g. a book or a musical recording) except that you may either (a) make one copy of the VTC solely for backup or archival purposes; (b) transfer the VTC 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 VTC on a storage device, such as a network server, used only to install or run the VTC on other computers over an internal network; however, you must acquire and dedicate a License for each separate computer on which the VTC is installed or run from the storage device. A License for the VTC may not be shared or used concurrently on different computers. You may not make multiples copies of VTC or the written materials accompanying the VTC.
- **3. REDISTRIBUTABLE CODE.** No Portions of the VTC are designated as "Redistributable Code".
- **4. INTELLECTUAL PROPERTY RIGHTS.** You acknowledge that the VTC and any copies that you are authorized by Software FX to make are the intellectual property of and are owned by Software FX and its suppliers. The structure, organization and code of the VTC are the valuable trade secrets and confidential information of Software FX and its suppliers. The VTC is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You acknowledge that Software FX retains the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the VTC, and that Software FX's ownership rights extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into the VTC and all accompanying printed materials. You will take no actions which adversely affect Software FX's intellectual property rights in the VTC. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by the VTC, and such use of any trademark does not give you any right of ownership in that trademark. Except as expressly stated above, this License Agreement does not grant you any intellectual property rights in the VTC. Notifications of claimed copyright infringement should be sent to Software FX's copyright agent as further provided on the Software FX Web Site.
- **5. LIMITED TRANSFER RIGHTS.** Notwithstanding the foregoing, you may transfer all your rights to use the VTC to another person or legal entity provided that: (a) you also transfer each of this License Agreement, the, including all copies, updates and prior versions, and all copies of the VTC converted into other formats, to such person or entity; (b) you retain no copies, including backups and copies stored on a computer; (c) the receiving party secures a personalized serial number from Software FX; and (d) the receiving party accepts the terms and conditions of this License Agreement and any other terms and conditions

upon which you legally purchased a license to the VTC. Notwithstanding the foregoing, you may not transfer education, pre-release, or not-for-resale copies of the VTC.

- **6. PRE-RELEASE AND EVALUATION.** If the product you have received with this license is pre-commercial release or beta product ("Pre-release "), then this Section applies. In addition, this section applies to all evaluation and/or demonstration copies of the VTC ("Evaluation ") and continues in effect until you purchase a license. To the extent that any provision in this section is in conflict with any other term or condition in this License Agreement, this section shall supersede such other term(s) and condition(s) with respect to the Pre-release and/or Evaluation products, but only to the extent necessary to resolve the conflict. You acknowledge that the Pre-release product is a pre-release version, does not represent final product from Software FX, and may contain bugs, errors and other problems that could cause system or other failures and data loss. CONSEQUENTLY, THE PRE-RELEASE AND/OR EVALUATION PRODUCT IS PROVIDED TO YOU "AS-IS" WITH NO WARRANTIES FOR USE OR PERFORMANCE, AND SOFTWARE FX DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WHERE LEGALLY LIABILITY CANNOT BE EXCLUDED FOR PRE-RELEASE AND/OR EVALUATION PRODUCT, BUT IT MAY BE LIMITED, SOFTWARE FX'S LIABILITY AND THAT OF ITS SUPPLIERS SHALL BE LIMITED TO THE SUM OF FIFTY DOLLARS (USD \$50) IN TOTAL. If the Evaluation product has a time-out feature, then the VTC will cease operation after the conclusion of the designated evaluation period. Upon such expiration date, your license will expire unless otherwise extended. Access to any files created with the Evaluation is entirely at your risk. You acknowledge that Software FX has not promised or guaranteed to you that Pre-release will be announced or made available to anyone in the future, that Software FX has no express or implied obligation to you to announce or introduce the Pre-release, and that Software FX may not introduce a product similar to or compatible with the Pre-release. Accordingly, you acknowledge that any research or development that you perform regarding the Pre-release or any product associated with the Pre-release is done entirely at your own risk. During the term of this License Agreement, if requested by Software FX, you will provide feedback to Software FX regarding testing and use of the Pre-release, including error or bug reports. If you have been provided the Pre-release pursuant to a separate written agreement, your use of the VTC is governed by such agreement. You may not sublicense, lease, loan, rent, distribute or otherwise transfer the Pre-release. Upon receipt of a later unreleased version of the Pre-release or release by Software FX of a publicly released commercial version of the product, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all earlier Pre-release received from Software FX and to abide by the terms of the license agreement for any such later versions of the Pre-release.
- **7. UPGRADES.** If the VTC 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 product. A 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 VTC is an upgrade of a component of a package of products that you licensed as a single product, the

VTC may be used and transferred only as part of that single package and may not be separated for use in more than one computer.

- **8. NO OPEN SOURCE.** Your right to the VTC does not include any license, right, power or authority to subject the VTC in whole or in part to any of the terms of an Excluded License. An "Excluded License" means any "open source" or other license that require as a condition of use, modification and/or distribution of product subject to the Excluded License, that such product or other product combined and/or distributed with such product be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.
- **9. SERVICES.** There are no services provided under this agreement. You are responsible for installing the VTC on your computers as permitted under this agreement.
- **10. FEES.** Prices are available upon request and are subject to change. Please consult Licensor or its authorized resellers as to current fees before placing an order. All license fees are non-refundable and non-cancelable except as expressly provided in this agreement and do not include shipping, sales or use tax, withholding tax, excise tax, VAT or custom duties, all of which you are responsible for paying above and beyond the license fees due to Licensor or its authorized resellers.
- **11. ACTIVATION.** During installation, an Internet connection is required on the machine where the product is being installed. Only the serial number and a unique product ID provided by the installation program is sent to our servers. Alternatively, if necessary, this information could be submitted from another computer that is connected to the Internet. The information is encrypted using the standard RSA Public/Private key methodology. For security reasons, we do not copy the private key onto the client machine; instead it resides on our servers and thus the need for an Internet connection to obtain a code to complete the install of the product. Our installation does not scan your hard drive or gather any personal information from your computer; therefore, no privacy issues should be of concern to you. Customers are still encouraged to register the product using the traditional and voluntary web site registration form. The installation process should be simple and unobtrusive for all customers. Our goal is to prevent installation of serial numbers that have been obtained from fraudulent purchases, returned products, expired programs and other suspicious means.
- **12. LIMITED WARRANTY AND LIMITATION OF LIABILITY.**
 - **(a) Limited Warranty and Customer Remedies.** Software FX warrants to the person or entity that first purchases a license for use of the VTC pursuant to the terms of this License Agreement that (i) the VTC will perform substantially in accordance with any accompanying Documentation for a period of ninety (90) days from the date of receipt. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the product, if any, are limited to ninety (90) days. Software FX's and its suppliers' entire liability and your exclusive remedy shall be, at Software FX's option, either (i) return of the price paid, if any, or (ii) repair or replacement of the VTC that does not meet Software FX's Limited Warranty and

which is returned to Software FX with a copy of your receipt. This Limited Warranty is void if failure of the VTC has resulted from accident, abuse, misapplication, abnormal use, Trojan horse, virus, or any other malicious external code. Any replacement product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This limited warranty does not apply to Evaluation and/or Pre-release.

- **(b) No Other Warranties and Disclaimer.** THE FOREGOING LIMITED WARRANTY AND REMEDIES STATE THE SOLE AND EXCLUSIVE REMEDIES FOR SOFTWARE FX OR ITS SUPPLIER'S BREACH OF WARRANTY. SOFTWARE FX AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE PRODUCT. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, SOFTWARE FX AND ITS SUPPLIERS MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOFTWARE FX AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, INFORMATIONAL CONTENT OR ACCURACY, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.
- **(c) Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EVEN IF A REMEDY FAILS ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL SOFTWARE FX OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT, 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 VTC OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF SOFTWARE FX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, SOFTWARE FX'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE VTC PRODUCT. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you. In such states and jurisdictions, Software FX's liability shall be limited to the greatest extent permitted by law and the limitations or exclusions of warranties and liability contained herein do not prejudice applicable statutory consumer rights of person acquiring goods otherwise

than in the course of business. The disclaimer and limited liability above are fundamental to this License Agreement between Software FX and you.

- **(d) Infringement Claims.** Software FX will indemnify and hold you harmless and will defend or settle any claim, suit or proceeding brought against you by a third party that is based upon a claim that the content contained in the VTC infringes a copyright or violates an intellectual or proprietary right protected by United States ("Claim"), but only to the extent the Claim arises directly out of the use of the VTC and subject to the limitations set forth in Section 5 of this Agreement except as otherwise expressly provided. You must notify Software FX in writing of any Claim within ten (10) business days after you first receive notice of the Claim, and you shall provide to Software FX at no cost with such assistance and cooperation as Software FX may reasonably request from time to time in connection with the defense of the Claim. Software FX shall have sole control over any Claim (including, without limitation, the selection of counsel and the right to settle on your behalf on any terms Software FX deems desirable in the sole exercise of its discretion). You may, at your sole cost, retain separate counsel and participate in the defense or settlement negotiations. Software FX shall pay actual damages, costs, and attorney fees awarded against you (or payable by you pursuant to a settlement agreement) in connection with a Claim to the extent such direct damages and costs are not reimbursed to you by insurance or a third party, to an aggregate maximum equal to the purchase price of the product. If the VTC or its use becomes the subject of a Claim or its use is enjoined, or if in the opinion of Software FX's legal counsel the VTC is likely to become the subject of a Claim, Software FX shall attempt to resolve the Claim by using commercially reasonable efforts to modify the VTC or obtain a license to continue using the product. If in the opinion of Software FX's legal counsel the Claim, the injunction or potential Claim cannot be resolved through reasonable modification or licensing, Software FX, at its own election, may terminate this License Agreement without penalty, and will refund to you on a pro rata basis any fees paid in advance by you to Software FX. THE FOREGOING CONSTITUTES SOFTWARE FX'S SOLE AND EXCLUSIVE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT. This indemnity does not apply to infringements that would not be such, except for customer-supplied elements.

- **13. JURISDICTION.** 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 VTC 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 product, you hereby irrevocably consent and submit to personal jurisdiction in such courts for all such disputes or legal proceedings.

U.S. GOVERNMENT RESTRICTED RIGHTS

The VTC 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 VTC 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 product, you hereby irrevocably consent and submit to personal jurisdiction in such courts for all such disputes or legal proceedings.