

Software License Agreement for Etchasoft Reports

PLEASE CAREFULLY READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE AGREEMENT") BEFORE USING ETCHASOFT REPORTS. BY USING ETCHASOFT REPORTS, YOU (EITHER AN INDIVIDUAL OR AN ENTITY) ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS LICENSE AGREEMENT ("ACCEPTANCE"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS LICENSE AGREEMENT, DO NOT USE ETCHASOFT REPORTS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS LICENSE AGREEMENT, DO NOT CLICK THE "AGREE" BUTTON AND INSTEAD YOU MAY CONTACT YOUR PLACE OF PURCHASE WITHIN 30 DAYS OF YOUR PURCHASE TO REQUEST A REFUND OF THE LICENSE PURCHASE FEE YOU PAID, SUBJECT TO THE REFUND / RETURN POLICY OF YOUR PLACE OF PURCHASE.

ARTICLE I: LICENSE GRANT

The Etchasoft Reports software (including, without limitation, its framework and plug-in components), sample projects and documentation accompanying this License Agreement (collectively "Etchasoft Reports") are licensed, not sold, to you by Etchasoft Incorporated for use only under the terms and conditions of this License Agreement. This License Agreement will govern any update, service pack, software patch, etcetera ("Update") of Etchasoft Reports provided to you, directly or indirectly, by Etchasoft Incorporated, unless a separate license agreement accompanies an Update, in which case the terms and conditions of the separate license agreement will govern. Under no circumstances shall an Update grant you an additional license.

Etchasoft Reports is licensed per individual software developer (i.e. one license is required for each of your software developers that use Etchasoft Reports).

Production License

Your license under the terms and conditions of this License Agreement is a production license ("Production License") if, and only if, you purchased an Etchasoft Reports license from Etchasoft Incorporated or one of its authorized resellers. If your license is a Production License, it is valid only for the major version of Etchasoft Reports associated with your license purchase and its minor version Updates (for example, licensing Version 1.x does not grant to you a Version 2.x license).

If you are a Production License licensee under this License Agreement, Etchasoft Incorporated hereby grants to you a limited, non-exclusive and non-transferable license allowing one software developer to use Etchasoft Reports for software development purposes, subject to the terms and conditions of this License

Agreement. If you are a Production License licensee under this License Agreement, you hereby acknowledge that you are required to use a production license key issued to you by Etchasoft Incorporated (or one of its authorized resellers) and you agree to maintain your key in confidence, except as required for authorized distribution of your software application(s) under this License Agreement.

Trial License

If you are not a Production License licensee under this License Agreement, your license under the terms and conditions of this License Agreement is a trial license ("Trial License").

If you are a Trial License licensee under this License Agreement, subject to the terms and conditions of this License Agreement, Etchasoft Incorporated hereby grants to you a limited, non-exclusive and non-transferable license allowing one software developer to use Etchasoft Reports solely for the purposes of evaluating Etchasoft Reports. If you are a Trial License licensee under this License Agreement, you hereby agree to further Trial License licensee limitations as set forth in this License Agreement.

If you are a Trial License licensee under this License Agreement, you may, prior to termination of this License Agreement, purchase an Etchasoft Reports license from Etchasoft Incorporated or one of its authorized resellers for the express purpose of converting your Trial License to a Production License.

Use

Etchasoft Reports is "in use" on a computer when it, or any portion of it, is loaded into temporary memory (RAM) or installed into the permanent memory of a computer--for example, a hard disk, CD-ROM or other storage device. If you are a Production License licensee under this License Agreement, the individual software developer that is using Etchasoft Reports under the terms and conditions of this License Agreement may install Etchasoft Reports on a secondary computer, provided the individual software developer is the only software developer using both computers.

You may not sublicense, rent, lease, transfer or lend Etchasoft Reports, or any portion thereof. You may not distribute Etchasoft Reports, or any portion thereof, except as expressly authorized by this License Agreement.

ARTICLE II: TERMINATION

This License Agreement will automatically terminate without notice from Etchasoft Incorporated if you fail to comply with any term or condition of this License Agreement. If you are a Trial License licensee under this License

Agreement, this License Agreement shall terminate 30 days from the date of your Acceptance. You may terminate this License Agreement at any time. If you cancel your purchase after your Acceptance or receive a refund of your license purchase fee after your Acceptance, this License Agreement shall immediately terminate. You hereby acknowledge that any refund request you make after your Acceptance must be within 30 days of your date of purchase and will be subject to the refund/return policy of your place of purchase.

You agree upon termination of this License Agreement by any means to immediately cease all of your use of Etchasoft Reports and destroy all of your copies of Etchasoft Reports.

ARTICLE III: WARRANTY

Section 3.01 -- Warranty: Etchasoft Incorporated represents and warrants that Etchasoft Reports shall perform substantially as represented in its documentation during the 30 day period beginning on the date of your Acceptance if you are a Trial License licensee under this License Agreement or the date of your license fee purchase if you are a Production License licensee under this License Agreement. If you are a Trial License licensee under this License Agreement, your sole remedy for breach of the foregoing warranty shall be to terminate this License Agreement. If you are a Production License licensee under this License Agreement, your sole remedy for breach of the foregoing warranty shall be to receive a refund of the license purchase fee you paid, provided you make your refund request prior to the end of the warranty period set forth in this Section 3.01.

SECTION 3.02 -- DISCLAIMER: THE WARRANTIES SET FORTH IN SECTIONS 3.01 AND 3.03 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ETCHASOFT INCORPORATED HEREBY DISCLAIMS AND YOU HEREBY WAIVE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY. YOU HEREBY ACKNOWLEDGE AND AGREE THAT USE OF ETCHASOFT REPORTS IS AT YOUR SOLE RISK AND THAT YOU ASSUME THE ENTIRE RISK OF YOUR USE INCLUDING (WITHOUT LIMITATION) RISK OF DATA LOSS, DATA CORRUPTION, INACURRATE RESULTS, UNRELIABILITY AND FALLIBILITY AS WELL AS PERFORMANCE RISK. ETCHASOFT INCORPORATED MAKES NO WARRANTIES THAT THE SOFTWARE IS FREE OF DEFECTS OR THAT DEFECTS WILL BE REPAIRED. YOU ASSUME ALL YOUR COSTS RELATED TO DEFECTS AND REPAIR AND/OR CIRCUMVENTION THEREOF. YOU HEREBY AGREE NOT TO USE ETCHASOFT REPORTS IN ANY APPLICATION WHERE A DEFECT OF ETCHASOFT REPORTS MAY RESULT IN PERSONAL INJURY, DEATH OR SEVERE DAMAGE TO PROPERTY OR THE ENVIRONMENT.

Section 3.03 -- Express Warranties: You hereby acknowledge and agree that Etchasoft Incorporated (including its officers, shareholders, employees, agents, directors, independent contractors, affiliates, resellers and successors) has not made or granted any express warranties concerning Etchasoft Reports except as expressly set forth in Sections 3.01 and 3.03 of this License Agreement.

Section 3.04 -- Limitation of Damages: Etchasoft Incorporated (including its officers, shareholders, employees, agents, directors, independent contractors, affiliates, resellers and successors) shall not be liable to you in connection with or relating to this License Agreement, Etchasoft Reports and any transactions involving Etchasoft Reports for any direct, indirect, consequential, exemplary, incidental or punitive damages (including, without limitation, damages for data loss, data corruption, business interruption or inability to use Etchasoft Reports), regardless of the form of action, whether in contract or in tort, including breach of warranty and negligence, regardless of whether Etchasoft Incorporated has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. Notwithstanding anything to the contrary, the total liability of Etchasoft Incorporated for any reason and for any cause of action whatsoever in connection with or relating to this License Agreement, Etchasoft Reports and any transactions involving Etchasoft Reports shall be limited to the lesser of the license fee you paid for Etchasoft Reports or sixty United States dollars.

Section 3.05 -- Indemnification You shall release, defend, indemnify and hold harmless Etchasoft Incorporated (including its officers, shareholders, employees, agents, directors, independent contractors, affiliates, resellers and successors) against any expense, loss, cost or liability (including, without limitation, interest, penalties, attorney fees and paralegal fees) arising from any and all claims, demands, damages or actions resulting from or related to (1) use of Etchasoft Reports by you, (including, without limitation, any claim regarding use of Etchasoft Reports by you in an infringing manner or any claim by third parties for breach of warranty, negligence, loss of data, inaccurate results, libel, slander, unfair competition, trademark infringement, or invasion of privacy); (2) performance of Etchasoft Reports; (3) your negligence or the acts (or any failure to act) of you hereunder; (4) any breach by you of your obligations hereunder; and (5) investigation or defense of any of the above or in asserting Etchasoft Incorporated rights hereunder.

Section 3.06 -- Continuation: The terms and conditions of this Article III shall survive termination and cancellation of this License Agreement.

ARTICLE IV: INTELLECTUAL PROPERTY

Section 4.01 -- Ownership and Title: Etchasoft Incorporated shall own any and

all rights, title and interests in Etchasoft Reports, including (without limitation) ownership rights to any and all patents, copyrights, trademarks, and trade secrets in connection therewith.

Section 4.02 -- Reverse Engineering: You shall not reverse engineer, disassemble, decompile or make any attempt to discover the source code of Etchasoft Reports. You shall not allow Etchasoft Reports to be reverse engineered, disassembled or decompiled. You shall not allow others to make any attempt to discover the source code of Etchasoft Reports.

Section 4.03 -- Backup Copy: You may create one copy of Etchasoft Reports (excluding the printed documentation, if any) at your location only for routine archival or backup purposes.

Section 4.04 -- Copies: Except as provided in Section 4.03, you shall not copy Etchasoft Reports and shall not allow Etchasoft Reports to be copied without the prior written consent of Etchasoft Incorporated.

Section 4.05 -- Modifications and Restricted Use: You shall not modify Etchasoft Reports and shall not allow Etchasoft Reports to be modified without the prior written consent of Etchasoft Incorporated. You shall not use Etchasoft Reports or any materials incident thereto to create software development tools or any similar product including, but not limited to, reporting tools. You shall not utilize any portion of Etchasoft Reports to compete directly or indirectly with Etchasoft Reports.

Section 4.06 -- No Contest: You shall not contest or aid in contesting the ownership or validity of Etchasoft Incorporated trademarks, service marks, patents, trade secrets, or copyrights.

Section 4.07 -- U.S. Government Restricted Rights: If you are the U.S. Government or an agency or department thereof (collectively "Government"), Etchasoft Reports is provided with RESTRICTED RIGHTS and use or disclosure by the Government is subject to restrictions 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 (c)(2) of the Commercial Computer Software Restricted Rights clause at 48 C.F.R. 52.227-19, as applicable, which is incorporated herein by this reference.

Section 4.08 -- Proprietary Notices: You shall not remove, alter or obscure any copyright notices or other proprietary legends displayed by or used by Etchasoft Incorporated in connection with or related to Etchasoft Reports.

Section 4.09 -- Trademarks: Etchasoft Incorporated trademarks, trade dress, logos, tradenames or insignia ("Etchasoft Incorporated Marks"), including (without limitation) Etchasoft Reports, are owned exclusively by Etchasoft

Incorporated. Etchasoftware Incorporated shall retain all rights, title and ownership interests in Etchasoftware Incorporated Marks. You shall not (directly or indirectly) use any trademark, tradename, trade dress, insignia or logo that is similar to or a colorable imitation of any Etchasoftware Incorporated Marks.

Section 4.10 -- Continuation: The terms and conditions of this Article IV shall survive termination and cancellation of this License Agreement.

ARTICLE V: DISTRIBUTION

If you are a Trial License licensee under this License Agreement, you may not distribute Etchasoftware Reports or any portion thereof.

If, and only if, you are a Production License licensee under this License Agreement, you may distribute (with no royalty fee due to Etchasoftware Incorporated) the following portion of Etchasoftware Reports as a component of your software application(s):

EtchasoftwareReports.framework folder (including its sub-folders) provided its contents have in no way been altered since your receipt of the folder.

You may not distribute any other portion of Etchasoftware Reports (including, without limitation, the EtchasoftwareReports.ibplugin, the documentation or the sample projects).

If you are a Production License licensee under this License Agreement, you may distribute your production license key only within a compiled component of your software application(s).

Termination or cancellation of this License Agreement immediately terminates all of your distribution rights (if any) under this License Agreement.

ARTICLE VI: GENERAL PROVISIONS

1. This written License Agreement is the exclusive agreement between you and Etchasoftware Incorporated concerning Etchasoftware Reports and supersedes any prior purchase order, communication, advertising or representation concerning Etchasoftware Reports.
2. This License Agreement may be modified only by a writing signed by you and Etchasoftware Incorporated.
3. In the event of litigation between you and Etchasoftware Incorporated concerning Etchasoftware Reports, each party in the litigation will be responsible for its own attorney fees and expenses.

4. This License Agreement shall be governed by the laws of the State of Florida and the United States without regard to any rules of conflict or choice of laws which require the application of laws of another jurisdiction, and venue shall be Duval County, Florida. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

5. If any portion of this License Agreement is ruled unenforceable by a court of competent jurisdiction, the remaining portions of the License Agreement shall remain in force.

6. You agree that Etchasoft Reports, or any portion thereof, will not be shipped, transferred, exported or re-exported into any country or used in any manner prohibited by the United States Export Administration Act, 50 U.S.C. §2401 et. seq., the Export Administration Regulations, 15 C.F.R. Parts 730-774 or any other export laws, restrictions or regulations.

7. You agree that Etchasoft Incorporated may freely assign its rights and obligations under this License Agreement to other parties.

8. Etchasoft Incorporated is a corporation and is incorporated in the State of Florida. The principal address (subject to change at any time) of Etchasoft Incorporated is:

Etchasoft Incorporated
13400 Sutton Park Dr South
Suite 1501
Jacksonville, FL 32224

9. The terms and conditions of this Article VI shall survive termination and cancellation of this License Agreement.

Last Updated: December 4, 2009