

## **Chart FX Gauges Licensing Agreement**

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 software.

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.

For more information on installation and licensing, please *contact* Software FX, Inc.

Chart FX Gauges License Agreement

## READ CAREFULLY BEFORE INSTALLING THE SOFTWARE.

By installing the Chart FX Gauges 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.

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- (a) Installation. The software contains portions known as "Design-time Components" that provide development facilities in Visual Studio .NET and other development environments. Also, "Production Server Components" are provided to enable services on a computer called a server, and finally "Redistributable Code" allows client computers or workstations to access or utilize the services provided by the software. This license agreement grants you one (1) license of the software portions known as "Design-time" and "Production Server" components. You may use the "Redistributable Code" portions on any computer or workstation subject to the Distribution Requirements described in Section 4.
- (b) Use of Design-time Components. The "Design-time Components" are licensed on a per seat basis. Per-seat licenses are licenses that are counted by all the machines on which any "Designer Component" will reside on. To use a per-seat license, every machine installing, running and/or using the software for development purposes must have a licensed copy and its appropriate license. A development seat license is required for each additional computer on which you will be installing and running any of the "Design-time Components". "Design-time Components" are accompanied by a server portion labeled and licensed as a "Test/Development Server", you may use the "Test/Development Server" software for the sole purpose of designing, developing and testing your product(s). "Test/Development Server Components" have been designed to operate in conjunction with the "Design-Time Components" and must not be used as a separate component.
- **(c)** Use of Production Server Components. 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 Components" are used for hosting or service bureau purposes (e.g. an Internet Service Provider (ISP) may not use the "Production Server Components" when hosting pages for its customers using different domain names). A Production Server license is required for each additional computer on which you will be installing and running any of the "Production Server Components"
- (d) Use of Windows Forms Components. The "Windows Forms" components are licensed on a per developer/ per seat basis. The "Windows Forms" components may only be used on Windows Forms applications/deliverables that serialize the product's license internally and automatically access the license from the calling executables/deliverables. Additional license fees are also due if the "Windows Forms" components are used as part or as a component (server or client) of a web server based application even if the product license is serialized and accessed automatically from the calling executable/deliverables.
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  - (a) You distribute only the portions of the SOFTWARE designated as "Redistributable Code".
  - **(b)** You use and distribute the "Redistributable Code" only in conjunction with the binary files that make use of them as a part of your software product.
  - **(c)** Your product(s) and application(s) must add significant and primary functionality to the SOFTWARE.
  - **(d)** You do not expose, document or make public the SOFTWARE API (Application Programming Interface).
  - **(e)** Your end users are not allowed to use the SOFTWARE for development purposes or further redistribution and deployment.
  - **(f)** 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.
  - (g) your software product main and primary functionality must not be creating and/or displaying charts.
  - **(h)** 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.
  - (i) You do not disassemble, decompile or reverse engineer the SOFTWARE or any portions of it.
  - (j) Your software product may not, in the reasonable opinion of Software FX, compete with a Software FX, Inc. product.

- **(k)** 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.

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