

## Chart FX for COM License Agreement

### **READ CAREFULLY BEFORE INSTALLING THE SOFTWARE.**

*By installing the Chart FX for COM 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.

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 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.
2. **INSTALLATION.** The software contains portions known as “Server”, “Designer” and “Client” components.
  - (a) **Use of Server Software.** This license agreement grants you one (1) license of the software portions known as “Server”. The “Server” components are licensed on a per server basis. The “Server” components may only be used on one and the same server. Additional license fees are also due if the “Server” components are used for hosting or service bureau purposes (e.g. an Internet Service Provider (ISP) may not use the “Server” when hosting pages for its customers using different domain names). An additional “Server” license is required for each additional computer on which you will be installing and running any of the “Server” components. If the “Software” is labeled as Test/Development, you may use the server software for the sole purpose of designing, developing and testing your product(s) that are designed to operate in conjunction with the “Software”.
  - (b) **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.
  - (c) **Use of Client Components.** You may use or redistribute the Client components on any computer or workstation on a royalty free basis provided that you comply with the conditions in the Redistributable Code clause (3) below.

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.

3. **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 (d) 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.
4. **REDISTRIBUTABLE CODE.** Portions of the software, more specifically the Client components, are designated as "Redistributable Code". The Software documentation describes the files and Redistributable rights associated with each file of the Redistributable Code, subject to the "Distribution Requirements" described below. You are also encouraged to contact Software FX, Inc. before deployment for more information on your specific redistribution rights. Contact information can be obtained on the company's web site at <http://www.softwarefx.com>.
5. **DISTRIBUTION REQUIREMENTS.** You have a royalty-free right to distribute and use the SOFTWARE only if:
  - (a) You distribute only the portions of the SOFTWARE designated as "Redistributable Code" and/or "Client components"
  - (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) You use and distribute the Client components only when used in connection with properly licensed "Production Server" or "Test/Development Server" components.
  - (d) Your product(s) and application(s) must add significant and primary functionality to the SOFTWARE;
  - (e) You do not expose, document or make public the SOFTWARE API (Application Programming Interface);
  - (f) Your end users are not allowed to use the SOFTWARE for development purposes or further redistribution and deployment.
  - (g) 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.
  - (h) Your software product main and primary functionality must not be creating and/or displaying charts;

- (i) 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.
- (j) You do not disassemble, decompile or reverse engineer the SOFTWARE or any portions of it;
- (k) Your software product may not, in the reasonable opinion of Software FX, compete with a Software FX, Inc. product.
- (l) You do not use the Software FX, Inc. or Chart FX name, logo or trademark to market your software product;
- (m) 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.

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.

6. **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.
7. **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.

**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.

**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.