

## Xceed Software License Agreement

### IMPORTANT NOTICE

BY USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT INSTALL OR OTHERWISE USE THE SOFTWARE. IF YOU ACQUIRED THE SOFTWARE WITHOUT AN OPPORTUNITY TO REVIEW THIS AGREEMENT AND YOU DO NOT ACCEPT IT, YOU MUST IMMEDIATELY CEASE AND DESIST USING THE SOFTWARE.

This Agreement applies to Xceed licenses & subscriptions for single users (developers) and up to 20 users (developers). For licenses & subscriptions for more than 20 users (developers) and for Site & Enterprise licenses/subscriptions, please contact our Sales Department ([Sales@Xceed.com](mailto:Sales@Xceed.com)): in such cases, the current Agreement will apply unless different arrangements are mutually agreed upon by both parties -- Xceed reserves the right to demand that a different form of agreement with different terms & conditions be written up and agreed upon before issuing any new licenses or subscriptions.

Custom License Agreements Available: if you wish to obtain a custom license agreement with alternate terms and conditions, contact Xceed at [Sales@xceed.com](mailto:Sales@xceed.com) for instructions and pricing.

---

Summary of some of the amendments covered in this Agreement:

- A 10% surcharge applies on all subscriptions or renewal subscriptions when the number of users or end-users exceed one hundred (100) – see Article 3.
- Transfer of License from a developer to a Client in the case of re-distribution of applications/programs/systems – see Article 3.
- Better, sharper definition of rights and privileges given to Licensee upon the acquisition or renewal of a subscription see Article 7.

---

This License Agreement (“Agreement”) is a legal agreement between Xceed Software Inc. (“Xceed”), a Quebec corporation, principally located in Longueuil, Quebec, Canada and you, the user, either an individual or a single entity (“Licensee”), is effective the date Licensee installs, downloads, copies or otherwise Uses, in whole or in part, the specific version of the Xceed software product (the “Software”) that this agreement was included with.

Herein, “Use”, “Uses” or “Used” means to access any of the files that are included with the Software, to develop an application that makes use of the Software, to consult any of the documentation included with the Software, or to otherwise benefit from using the Software, either directly, or indirectly through a software wrapper around the Software.

In this Agreement, the terms “develop”, “developer”, “software developer”, “development” and “developing” include any facet of the software development process (such as researching, designing, testing or implementing/coding) that requires a person to have the Software installed on their computer.

The Software is licensed, not sold. Licensee is considered to be an “Authorized” Licensee for a specific version of the Software if Licensee has legitimately obtained a license key for that version from Xceed as a result of purchasing a subscription for the Software from Xceed or from an authorized reseller.

## 1. GRANT OF INSTALL LICENSE

Xceed grants Licensee a royalty-free, non-exclusive license to install the Software on an unlimited number of computers (subjected to all other rules defined in this Agreement) at Licensee’s premises and on portable computers operated solely by Licensee. For instance, there is no limitation on the number of computers per Authorized developer. If Licensee is Authorized, the granted installation license is perpetual, subjected to some restrictions as defined herein.

## 2. GRANT OF DEVELOPMENT LICENSE

If Licensee is Authorized, Xceed grants Licensee a perpetual, royalty-free, non-exclusive license to Use the Software on a single computer at any given time for the sole purpose of developing any number of end user applications that operate in conjunction with the Software. If Licensee is evaluating the software as part of a “free Trial”, Xceed grants Licensee a non-exclusive, royalty-free, license to Use the Software for 15 or 45 days (depending on the Product, as indicated on Xceed web site), for the purpose of developing end user applications that operate in conjunction with the Software.

The license rights granted under this Agreement do not apply to development or distribution of: (1) software development products or toolkits of any kind, including but not limited to any class libraries, components, controls, XML web services, cloud services, compilers, plug-ins, adapters, DLLs, APIs or SDKs destined to be used by software developers other than licensees that are Authorized; and (2) software to be licensed or distributed under an open source model, including, without limitation, models similar to Microsoft Public License, GNU’s General Public License (GPL), Lesser GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community or Industry Source License or the Apache Software license.

If Licensee is Authorized and has purchased a “Team” or other multi-license subscription, the Software may be Used on more than one computer at Licensee’s premises by the number of software developers associated with the team or multi-license subscription (e.g., a “Team 10” or “10-developer” subscription allows up to ten software developers to Use the Software at Licensee’s premises).

If Licensee is Authorized and has purchased a “site” subscription, the Software may be Used by any number of software developers on any number of computers in a single physical building at Licensee’s premises. If Licensee is Authorized and has purchased an “enterprise” subscription, the Software may be Used by any number of software developers on any number of computers located at any of the Licensee’s premises.

At the time of the original acquisition of a license as well as after (at the time of renewing a subscription), Licensee must provide Xceed with the following information for at least one (1) Technical Contact person, one (1) "Administration" Contact person responsible for ordering and account management, and one (1) Contact person for payment/invoice processing. It is the responsibility of Licensee to keep this list of Contact persons up to date at all time -- with their respective, current information as follows: First and Last Name, Title, Department, Phone Number with extension when applicable, email address, complete physical address (office).

### 3. GRANT OF DUPLICATION AND DISTRIBUTION LICENSE

The Software includes certain runtime libraries and binary files intended for duplication and distribution by a Licensee that is Authorized. These runtime libraries and binary files are specifically identified in the "Redistributable Files" section of the documentation included with the Software (herein, "Redistributable Files"). If taking advantage of this Article, Licensee must have a valid, paid for subscription or be compliant with Article 7 to be Authorized.

If Licensee is Authorized, Xceed grants Licensee a perpetual, royalty-free, non-exclusive license to duplicate the Redistributable Files and to distribute them solely in conjunction with software products developed by Licensee. If Licensee's original subscription has been acquired after June 01, 2019, the maximum number of Redistributable Files to be distributed to users or end-users shall be limited to one hundred (100), unless otherwise agreed upon by both parties in writing. In such a case — where the number of users or end-users exceed one hundred (100) — a surcharge of ten percent (10%) of the price of any subscription or renewal subscription will apply.

This restriction (i.e., a maximum of 100 users) does not apply to Licensees with a subscription acquired prior to June 01, 2019 that has been renewed in time (annually) after the original acquisition.

If Licensee is Authorized, Xceed grants Licensee a perpetual, royalty-free, non-exclusive license to duplicate the Redistributable Files and to distribute them solely in conjunction with software products developed by Licensee.

The foregoing license is subject to certain conditions, rules and restrictions, including the following:

. If Licensee distributes the Redistributable Files, Licensee agrees to:

- (i) not supply an Xceed license key to end users, except if it is embedded in Licensee's product's object or intermediate code;
- (ii) not use Xceed's name, logo or trademarks to market a software product;
- (iii) include a copyright notice on Licensee's software product;
- (iv) indemnify, hold harmless, and defend Xceed from and against any claims or lawsuits, and reasonable attorney's fees, that arise or result from the use and distribution of Licensee's software product;
- (v) not permit further distribution of the Redistributable Files by user(s) or end user(s) of Licensee's software product; and
- (vi) distribute only products/projects/applications that were created and completed under an active subscription.

. In the case of a “transfer” (by Licensee to another party, under any form or manner) of property or utilization rights (of an application/product/program/system developed by Licensee), Licensee must obtain permission from Xceed before transferring such rights as well as Licensee’s responsibilities and obligations (in respect to Xceed’s Agreement) to that third party. Generally, the ten percent (10%) surcharge will apply after the transfer.

. Licensee agrees and acknowledges that, should any of these conditions not be respected, it will constitute a material breach of agreement and terminate the license immediately.

. NOTE: Distribution and/or re-distribution rights are provided to Licensees with a valid, active (paid for) subscription. In the case of subscriptions not renewed for the current period of use, distribution and/or re-distribution rights will be automatically revoked and deemed illegal without any further action from Xceed.

#### 4. GRANT OF SOURCE CODE USE LICENSE

The source code to the Software (“Source Code”) is provided to the Licensee by Xceed, in a separate installation package, provided that Licensee has legitimately obtained a “Blueprint Subscription” for the Software from Xceed or an authorized reseller (Licensee is then considered “Blueprint Authorized”). If some portions of the Software’s source code are not provided, they are generally listed in the “Source Code Information” topic in the documentation included with the Software.

If Licensee is Blueprint Authorized, Xceed grants Licensee the non-exclusive license to view and modify the Source Code for the sole purposes of education, trouble shooting, and customizing features. If Licensee modifies the Source Code, Licensee may compile the modified Source Code and use and distribute the resulting object code solely as a replacement for the corresponding Redistributable Files the Source Code normally compiles into.

The foregoing license is subject to the following conditions: (i) Xceed shall retain all rights, title and interest in and to all corrections, modifications and derivative works of the Source Code created by Licensee, including all copyrights subsisting therein, to the extent such corrections, modifications or derivative works contain copyrightable code or expression derived from the Source Code; (ii) Licensee may not distribute or disclose the Source Code, or any portions or modifications or derivative works thereof, to any third party, in source code form; (iii) Licensee acknowledges that the Source Code contains valuable and proprietary trade secrets of Xceed, and agrees to take reasonable measures to help insure its confidentiality; (iv) Under no circumstances may the Source Code be used, in whole or in part, as the basis for creating a product that provides the same, or substantially the same, functionality as any Xceed product; (v) If Licensee distributes a compiled version of the modified Source Code or portions thereof, Licensee must distribute it in accordance with the conditions listed in section 3 (“GRANT OF DUPLICATION AND DISTRIBUTION LICENSE”) regarding the distribution of Redistributable Files; and (vi) Licensee will not request technical support or error corrections from Xceed on issues arising out of any modifications of the Source Code.

Licensee shall not be considered liable for any 3rd party malicious attempts to directly or indirectly acquire the Source Code by decompiling, disassembling or otherwise reverse engineering the Software.

#### 5. SAMPLE CODE LICENSE

In addition to the licenses granted above, Xceed grants Licensee the non-exclusive license to Use, copy and modify the source code version of those portions of the Software identified as “Samples” or “Sample Code” or “Sample applications” (“Sample Code”) for the sole purposes of designing, developing, and testing Licensee’s software product(s). If Licensee is Authorized, Licensee may distribute any software products developed by Licensee that contain the Sample Code or modifications thereof.

The foregoing license is subject to the following condition: Licensee agrees to (i) not use Xceed’s name, logo, or trademarks to market their software product(s); (ii) include a valid copyright notice on all copies of the Sample Code and any derivative works thereof; (iii) to indemnify and hold harmless Xceed from and against any claims or lawsuits, including attorneys’ fees, that arise from or result from the use, copying, modification or distribution of the Sample Code and/or derivative works thereof, and (iv) not permit further distribution of the Sample Code and/or derivative works by third parties.

## 6. CUSTOMIZATION CODE LICENSE

Certain portions of The Software may be identified as “Customization Code” and provided in source code form (“Customization Code”). Licensees that are not Authorized may not modify or redistribute Customization Code. Licensees that are Authorized must treat Customization Code as “Source Code” as described in section 4 (“GRANT OF SOURCE CODE USE LICENSE”) and the Customization Code is subject to the same terms and conditions listed therein, with the exception that the non-exclusive license in paragraph 2 of that section is granted to Licensee that is Authorized even if Licensee is not Blueprint Authorized.

## 7. SUBSCRIPTION

A subscription is included in all licenses granted and begins at the time of the License activation. Subscriptions (i.e., new subscriptions and renewal subscriptions) provide Licensee with the following rights and privileges:

- . Free access to any new version or update or release of the component/components (or “Software”) under the license for the period of the subscription (i.e., until its expiration);
- . Free access to any new component added to a “Suite” during the subscription period.
- . **Unlimited** expert priority technical support by Xceed for the complete term covered by the subscription (i.e., until its expiration);
- . A “Right to Use Xceed Software”, which is the permission given by Xceed to Licensee to use Xceed components or other software (for which Licensee has a valid license and subscription) for a minimum of one day up to the maximum of days covered by the term of the subscription, i.e., until its expiration;
- . Free access to debugging services until the expiration of the subscription.

Failure by Licensee to maintain an active subscription will result in an interdiction for Licensee to create, modify and/or distribute existing or new products/projects/applications using Xceed software: more specifically, changing, updating or modifying in any manner the said products/projects/applications (in which Xceed components are used) becomes automatically prohibited after the expiration of a subscription if this subscription is not renewed in time.

If Licensee wishes to continue using Xceed components while satisfying the above-mentioned restrictions (i.e., no changes, updates or modifications in any manner to the said products/projects/applications in which Xceed components are used), Licensee must advise Xceed of its intention to do so at least thirty (30) days prior to the expiration of Licensee's then-current subscription(s).

Failure to abide by this rule will put Licensee in default and automatically void all Licensee's rights on further use of Xceed software. Moreover, in such a case, Licensee agrees that Xceed shall be entitled to issue an invoice for a 1-year renewal subscription at then-prevailing rates for Licensee's subscription(s) about to expire or expired. Licensee understands that such invoice must be paid as per the usual terms of payment. Xceed reserves the right to accept late renewals if the request for renewing is received within thirty (30) days after the expiration of the subscription. In certain cases, Xceed may invoice Licensee for an amount of US\$250 as a late fee for thirty (30) days (or proportionally in terms of days).

#### 8. BACK-UP AND TRANSFER

Licensee may make copies of the Software solely for "back-up" purposes, as prescribed by Canadian, United States, and international copyright laws. Licensee must reproduce and include the copyright notice on the back-up copy. Licensee may transfer the Software to another party only if the other party agrees to the terms and conditions of the Agreement, and completes and returns registration information (name, address, etc.) to Xceed within 30 days of the transfer. Upon transferring the Software to another party, Licensee must terminate this Agreement by following the instructions in the "AGREEMENT TERMS" section below.

#### 9. REVERSE-ENGINEERING

Licensee acknowledges that the Software, in source code form, remains a confidential trade secret of Xceed and/or its suppliers and therefore Licensee agrees that it shall not modify, decompile, disassemble or reverse engineer the Software or attempt to do so, except as otherwise permitted in this agreement. Licensee agrees to refrain from disclosing the Software and to take reasonable measures with its employees, sub-contractors and suppliers to ensure they do not disclose the Software to any other person, firm or entity except as expressly permitted herein.

#### 10. OTHER RESTRICTIONS

Licensee may not use, copy, modify, translate, or transfer the Software, documentation, license key, or any of the files included with the Software except as expressly defined in this agreement. Licensee may not attempt to unlock or bypass any "copy-protection", licensing or authentication algorithm utilized by the Software. Licensee may not remove or modify any copyright notice, nor any "About" dialog or the method by which it may be invoked. Licensee may not rent or lease the Software. Violations will be prosecuted to the maximum extent possible under the law.

Xceed reserves the right to cancel, revoke or terminate any License or subscription if Licensee fails to respect the rules and obligations set forth in this Agreement, in particular if Licensee or any "user" of Xceed software does not comply with Article 7.

## 11. SATISFACTION GUARANTEED

This guarantee does NOT apply to the following product(s)/component(s)/Software:

“Xceed Words for .NET” (all versions).

Because of the nature of such product(s)/component(s)/Software, NO CLAIM FOR REIMBURSEMENT, for whatever reason, will apply to that/those product(s). Clients or potential Licensees must make sure such Xceed product(s)/component(s)/Software satisfy/ies their requirements before acquiring a License or subscription.

## 12. LIABILITY DISCLAIMER

The Software is provided as is, without any representation or warranty of any kind, either express or implied, including without limitation any representations or endorsements regarding the use of, the results of, or performance of the product, its appropriateness, accuracy, reliability, or correctness. The entire risk as to the use of this product is assumed by Licensee. Xceed does not assume liability for the use of the Software beyond its original purchase price. In no event will Xceed be liable for additional direct or indirect damages including any lost profits, lost savings, or other special, incidental or consequential damages arising from any defects, or the use or inability to use the Software, even if Xceed has been advised of the possibility of such damages.

The Licensee (or would-be Licensee) -- and its representatives -- commits to certify that they have taken advantage or have been offered the opportunity of a free 15 or 45-day Trial (depending on the Product) in order for them to test all essential functions and conditions required by the Licensee (or would-be Licensee) and its applications/objectives.

The Licensee (or would-be Licensee) and its representatives acknowledge that, before ordering an Xceed product, they have completed all the research, tests and other pre-requisites. They also confirm that they have read this Agreement and understand that no reimbursement of any kind is or will be available after ordering.

## 13. EXPORT LAW

Licensee acknowledges and agrees that the Software may be subject to export restrictions and controls. Licensee agrees and certifies that neither the Software nor any direct product thereof (e.g., any application software product developed by Licensee that uses the Software) is being or will be acquired, shipped, transferred, exported or re-exported, directly or indirectly, into any country prohibited by U.S. or Canadian export restrictions and controls. Licensee bears all responsibility for export law compliance and will indemnify Xceed against all claims based on Licensee's exporting the Software.

## 14. AUDIT RIGHTS

Licensee hereby grants Xceed the right to request an audit on Licensee's use of Xceed products, upon Licensee receiving fourteen (14) day written notice from Xceed, with a maximum of two requests per subscription term. Xceed shall give Licensee a two (2) week written notice to verify Licensee's

compliance with the current Agreement. Licensee shall keep adequate records in order to demonstrate the correct use of Xceed software as per the rules and restrictions of this Agreement. Would Licensee not be able to demonstrate its compliance to this Agreement, or should Licensee refuse or fail to provide Xceed with appropriate records and evidence, Xceed shall have the right to terminate the current Agreement and any subscription upon a written notice. Licensee shall not be entitled to any reimbursement or any compensation of any type. Any such audit hereunder shall be strictly limited to Xceed reviewing Licensee's compliance with this Agreement, and under no circumstances shall Xceed have access to any of Licensee's proprietary source code or any other confidential information.

#### 15. AGREEMENT TERMS

This Agreement is effective until terminated. This Agreement will terminate if Licensee fails to comply with any terms or conditions of this Agreement. Upon such termination, or to terminate this agreement intentionally, Licensee must delete the Software from all its systems and storage media, and recall and delete any Redistributable Files Licensee may have distributed.

#### 16. PARTIES BOUND

If Licensee is executing this Agreement on behalf of an entity, then Licensee represents that he or she has the authority to execute this agreement on behalf of such entity.

#### 17. COPYRIGHT

The Software is Copyright ©1994-2021 Xceed Software Inc., all rights reserved. The Software is protected by Canadian and United States copyright laws, international treaties and all other applicable national or international laws.

#### 18. OTHER RIGHTS AND RESTRICTIONS

Except for the limited licenses granted herein, Xceed retains exclusive ownership of all proprietary rights (including all ownership rights, title and interest, and including moral rights in jurisdictions where applicable) in and to the Software. Licensee agrees not to represent that Xceed is affiliated with or approves of Licensee's software product(s) in any way.

#### 19. GENERAL

This Agreement shall be interpreted, construed, and enforced according to the laws of the Province of Quebec, Canada. In the event of any action under this Agreement, the parties agree that federal and provincial courts located in Longueuil, Quebec will have exclusive jurisdiction and that a suit may only be brought in Longueuil, Quebec and Licensee submits itself for the jurisdiction and venue of the provincial and federal courts located in Longueuil, Quebec.

If any portion of this Agreement is determined to be legally invalid or unenforceable, such portion will be severed from this Agreement and the remainder of the Agreement will continue to be fully enforceable and valid.



YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT IN ITS ENTIRETY AND THAT, BY ACQUIRING AN XCEED LICENSE AND/OR INSTALLING, DOWNLOADING, RUNNING OR COPYING ANY XCEED SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU ALSO UNDERSTAND THAT, UNLESS YOU HAVE A WRITTEN SEPARATE AGREEMENT WITH XCEED, THIS AGREEMENT CONSTITUTES THE ENTIRE AND EXCLUSIVE AGREEMENT AND UNDERSTANDING OF THE PARTIES. IT MAY BE MODIFIED AT ALL TIME BY XCEED WITHOUT PRIOR NOTICE AS LONG AS THE LATEST APPLICABLE VERSION IS MADE AVAILABLE ON XCEED'S WEB SITE. NO OFFICER, SALESMAN OR AGENT HAS ANY AUTHORITY TO OBLIGATE XCEED BY ANY TERMS, STIPULATIONS OR CONDITIONS NOT EXPRESSED IN THIS AGREEMENT.

**Revised February 16, 2021**