

## 4D PRODUCT LINE LICENSE OF USE AND EVALUATION LICENSE AGREEMENT

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This Agreement defines the terms and conditions of the license of use as well as the evaluation license related to the Software as defined below. The specific provisions hereinafter that will apply to one of the two types of licenses will be clearly distinguished as such.

As far as the license of use is concerned, it only extends to the Software for which LICENSEE has purchased a license and has received the authorized serial number, subject to the methods defined in the Documentation.

4D is willing to grant LICENSEE a license of use or an evaluation license only on the condition that LICENSEE accepts all the terms contained in this Agreement that are appropriate to each type of license.

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"4D Application" means a computer program developed, used and/or deployed with the Software.

"Documentation" means all the electronic documentation files and/or the documentation contained in or on the related Media or the Software user's manual.

"Environment" means the computer hardware ("platform(s)"), operating system and the software required for use in conjunction with the Software, and indicated on the Media, being agreed that each license is only granted for one (1) Environment.

"Software" means 4D's computer program(s) in machine-readable form and copies made of it, including related Documentation and any replacement or change provided under the Agreement, and more generally any update.

"Media" means all methods through which LICENSEE obtained the Software, which includes a CD-ROM and its package, the 4D's web sites or 4D's Ftp site.

"Authorized number of Concurrent Users" means the maximum number of simultaneously connected users to the Software who are authorized by 4D at a given point in time and for which 4D has received appropriate license fees from LICENSEE.

"Single Use" means that the licensed Software is a single product for a single installation and use on a stand-alone computer exclusively.

"Multi-User" means that the licensed Software is a multi-user product for an installation and use in a client/server network pursuant to appropriate license fees.

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## 2. RIGHTS GRANTED

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4D grants LICENSEE with a limited, personal, and non-exclusive right to use the Software in the Environment and in the language indicated on its Media.

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a) transfer the Software on one (1) hard disk only for use as described in article 2.1.A, provided that LICENSEE does not use the original Media on another computer at the same time and that LICENSEE can immediately prove ownership of the original license;

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#### B. Single Use

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- a) install and use the Software on any computer, provided the Software is installed and used on one (1) computer at a time;
- b) transfer the Software from one computer to another, provided the Software is installed and used on one (1) computer at a time.

### C. Multi-User

LICENSEE may:

- a) install and use the Software solely for internal data processing operations on one micro-computer ("server computer") only, and on client computers in a single client/server computer network on as many client computers as necessary in order to satisfy for LICENSEE's needs, provided the Software is used by no more than the Authorized number of Concurrent Users, on the same server computer;
- b) transfer the Software from one server computer to another, provided the Software is used on one (1) server computer at a time.

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The evaluation license is granted free of charge.

LICENSEE shall:

- a) use the Software on a single computer exclusively or a replacement computer in case the former is out of order, being agreed that the Software may not be used on more than one (1) computer at a time;
- b) use the Software only for data processing, for evaluation and testing purposes.

Notwithstanding the dispositions of provision 2.3, LICENSEE shall not use the Software for any production purposes. Any use of the Software for production purposes is subject to the prior acquisition of a license of use by LICENSEE under the price terms and conditions then in force.

## 2.3 EVALUATION LICENSE AND LICENSE OF USE: COMMON PROVISIONS

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#### A. Single Use and Multi-User

LICENSEE may not:

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b) transfer the Software to another computer platform or operating system. LICENSEE agrees that LICENSEE must pay a license fee according to 4D's standard fees in effect at a time for such a transfer;

c) modify, translate, reverse-engineer, decompile, disassemble, partially or completely, the Software, except as otherwise mentioned by the legal measures in force. Nevertheless, LICENSEE shall ask 4D for the information which is necessary to achieve the interoperability of the Software with another program and this, before any decompilation;

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LICENSEE may not:

a) install and use the Software on a computer network. If LICENSEE wishes to use the Software on more than one computer or in another Environment, LICENSEE must obtain an additional license, subject to 4D's standard fees in effect at the time of order;

b) use the Software to create application and/or data servers, except in case LICENSEE has been granted a license for 4D WEB SERVER or a license for 4D WEB SERVICES pursuant to payment of appropriate license fee.

## C. Multi-User

LICENSEE may not transfer to another computer platform or operating system, and/or use of the Software with more than the Authorized number of Concurrent Users. LICENSEE must pay an additional license fee according to 4D's standard fees in effect at a time for such a transfer or increase of concurrent users.

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a) A license for 4D RUNTIME VOLUME LICENSE LIGHT, without any specific serial number, is included with 4D DEVELOPER EDITION. By virtue of the license which is granted, LICENSEE may run and deploy 4D RUNTIME VOLUME LICENSE LIGHT for the purpose of deploying compiled single-use 4D Applications and this, within the structural limits (number of methods, number of recordings) defined in the Software;

b) The use of demonstration or evaluation versions of plug-ins combined with 4D RUNTIME VOLUME LICENSE LIGHT is authorized, any use of the other plug-ins being forbidden;

c) LICENSEE shall not alter or modify in any way, the dialog installed by 4D when a user quits a 4D Application run and deployed with 4D RUNTIME VOLUME LICENSE LIGHT, particularly the legal notices relating to intellectual and industrial property, notably the trademarks, logos and domain names appearing in the dialog.

#### > 4D RUNTIME VOLUME LICENSE SPONSORED

a) LICENSEE may use the Software named 4D RUNTIME VOLUME LICENSE SPONSORED for the sole purpose of running and deploying one or more compiled and single-use 4D Application(s) exclusively. 4D RUNTIME VOLUME LICENSE SPONSORED is only to be deployed as part of 4D Application(s);

b) The use of "sponsored" plug-ins combined with 4D RUNTIME VOLUME LICENSE SPONSORED is authorized, any use of the other plug-ins being forbidden;

c) LICENSEE shall not alter or modify in any way, the dialog installed by 4D when a user quits a 4D Application run and deployed with 4D RUNTIME VOLUME LICENSE SPONSORED, particularly the legal notices relating to intellectual and industrial property, notably trademarks, logos and domain names appearing in the dialog.

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a) LICENSEE may use 4D RUNTIME VOLUME LICENSE PRO for the sole purpose of running and deploying one or more compiled single-use 4D Application(s) within the limit of the number of copies allowed as defined in the certificate of authenticity of 4D RUNTIME VOLUME LICENSE PRO (all platforms included), being specified that the evaluation versions are not included in the account of the

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b) The use of "sponsored" plug-ins is not authorized as part of the use of 4D RUNTIME VOLUME LICENSE PRO. Such plug-ins may be used only with 4D RUNTIME VOLUME LICENSE SPONSORED.

#### C. 4D RUNTIME SINGLE USER

4D RUNTIME SINGLE USER may be used solely for execution purposes, to run one or more compiled 4D Application(s). In no event, 4D RUNTIME SINGLE USER may be used to develop new applications and/or database management.

#### D. 4D RUNTIME INTERPRETED

4D RUNTIME INTERPRETED may be used solely for execution purposes, to run one or more interpreted 4D Application(s). In no event, 4D RUNTIME INTERPRETED may be used to develop new applications and/or database management.

#### E. 4D SERVER RUNTIME

4D SERVER RUNTIME may be used solely for execution purposes, to run one or more compiled 4D Application(s). In no event, 4D SERVER RUNTIME may be used to develop new applications and/or database management.

#### F. 4D WEB SERVER /4D WEB SERVICES

a) Notwithstanding the terms of the Agreement, such Software may be used as an Intranet/Internet Server, without limitation of the number of connections, being agreed that the license is granted to LICENSEE provided LICENSEE has previously acquired a 4D PRODUCT LINE license and is limited to one 4D Application, one stand-alone computer exclusively; being agreed that each 4D WEB SERVER implies that LICENSEE has been granted beforehand a 4D SERVER license.

b) The use or development of Web Services as a Server (publishing of Web Services) implies the prior purchase of a 4D WEB SERVICES license. The use or development of Web Services as a client (subscription to Web Services) does not require the purchase of one or the other of these licenses.

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Notwithstanding the terms of the Agreement, the Software may be used:

- for development purposes, it being agreed that each license is limited to one developer or otherwise "named user", any use by more than one named user requires the purchase of the corresponding number of licenses;
- for unlimited deployment purposes of 4D Application(s) and this subject to the terms and conditions of the applicable 4D license as defined below.

The use by LICENSEE of 4D WEB 2.0 PACK for development purposes implies that LICENSEE has been granted beforehand a 4D DEVELOPER EDITION or a 4D SERVER DEVELOPER EDITION.

Any 4D Application developed with 4D Ajax FRAMEWORK may only be deployed in conjunction with 4D SERVER and 4D WEB SERVER or in conjunction with 4D RUNTIME SINGLE USER and 4D WEB SERVER, it being agreed that deployment is subject to the terms of the corresponding license.

#### H. 4D WEB SERVER DEVELOPER EDITION

Notwithstanding the applicable terms relating to 4D WEB 2.0 PACK as above defined in 2.3.2.G, LICENSEE agrees that 4D WEB SERVER DEVELOPER EDITION may be used for development purposes exclusively. 4D WEB SERVER DEVELOPER EDITION may only be used in conjunction with 4D DEVELOPER EDITION.

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The entire risk as to the choice of the use of the Software is with LICENSEE. Further, it is LICENSEE's responsibility to take the necessary steps for the protection of its data.

4D will never be liable for any financial, commercial or other damages caused to LICENSEE directly or indirectly by the use or the functioning of the Software, even if 4D has been notified of the possibility of such damages.

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4D may terminate the Agreement at any time and without prior written notice in the event of any breach of the Agreement by the LICENSEE.

The termination of the Agreement does not prevent 4D from claiming any further damages.

Upon termination for any reason, such termination shall relieve 4D from any of its obligations related to the Agreement, notably the maintenance and support services. The LICENSEE shall stop using the Software, destroy or return the Software and the Documentation and any copy made whether partial or whole, and return the serial number to 4D.

The LICENSEE shall certify by means of a written document duly signed by a legal representative that the provisions of the present article have been respected within a time limit of five (5) days from the date of termination.

## 7.2 EVALUATION LICENSE

This evaluation License is allowed for a length of time corresponding to the creation of fifty (50) records, as defined in the Documentation.

Any of the parties may terminate this evaluation license at any time without cause upon written notice.

If LICENSEE fails to comply with any provision of this Agreement, the termination does not prevent 4D from claiming any further damages.

Upon termination for any reason, LICENSEE shall stop using the Software, destroy or return it, and any copy made whether partial or whole, to 4D.

LICENSEE shall certify by means of a written document duly signed by a legal representative that the provisions of the present article have been respected within a time limit of five (5) days from the date of termination.

## 8. AUDIT

The LICENSEE permits 4D to perform either itself or by any representative any audit or control in order to verify that the LICENSEE complies with all provisions of this Agreement.

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This Agreement will be governed by French law and any dispute, controversy or claim arising out of or related to this Agreement shall be settled by adjudication before the Commercial Court of Nanterre, France.

THE LICENSEE ACKNOWLEDGES TO HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT PRINTED ABOVE.

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