dBASE PLUS 9

The Simple Software License Agreement

SCOPE: This Software License ("Agreement") is a legal agreement between you (either an individual or an entity ("Licensee")) and dBase, LLC., with offices at 31 Front St., Binghamton, NY 13905, including its affiliates ("Licensor"). By downloading or unsealing Licensor's software and/or documentation ("Products"), Licensee is agreeing to be bound by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and any ordering document, the terms of this Agreement will govern and control.

DEFINITIONS:

- "Named User" means the individual designated by Customer as the sole user of the licenses granted herein.

- "Software" means the Company's computer software programs, applications, and/or files that Customer downloads or unseals.

EVALUATION LICENSE. Licensor is the owner and provider of certain proprietary software and documentation that Licensee desires to have tested and evaluated on the terms and conditions of this ("Software"). For a term not to exceed thirty (30) days ("Evaluation Period") without Licensor's written authorization, the Software will be provided solely for evaluation purposes for Licensee's own internal use ("Evaluation") and Licensee is hereby granted a nontransferable, nonexclusive, limited license to operate and use the Software for such Evaluation. The Evaluation Period begins on the date Licensee installs the Software. At the end of the Evaluation Period, Licensee shall cease using and shall return the Software to Licensor on all types of media and computer memory and whether or not merged into other materials. Licensee agrees not to cause or permit the reverse engineering, disassembly, modification, translation, or decompilation of the Software. Licensee shall not copy the Software, or write or develop any derivative software. Licensee shall not release the results of any Evaluation testing or other performance results of the Software conducted under this Evaluation to any third party without Licensor's prior written consent for each such release.

LICENSES: This software is protected by copyright law and copyright treaties worldwide. Those who legally acquired (Licensee) may designate one person in Licensee's organization ("Named User") the right to install the Product on one or more computers and use the Product, provided that only the Named User uses the Product on only one of the installed computers at a time. The Licensee may use it for life, except for Time-limited product licenses, which allow the products to function for a specific amount of time as defined by the license. As a Copyrighted work, you may transfer it to a computer for purposes of use or to other media for purposes of backup. Except where prohibited by applicable law, transfer of the Product into a company (not identified on the ordering documentation at the time of purchase) is prohibited and will void the license.

LICENSE FEES: For any license other than an evaluation license pursuant to LICENSES herein, Customer shall pay to Company a one-time license fee designated by the Company.

LICENSE RESTRICTIONS: Notwithstanding the licenses granted in LICENSES above, Customer shall not itself, through the Named User, or through any affiliate, employee, consultant, contractor, agent, or other third party:

- sell, resell, distribute, lease, rent, or license, in whole or in part, the Software;

- decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architectures, structures or other elements of the Software in whole or in part, for any purpose;

- allow access, provide, divulge or make available the Software or the Documentation to any person other than the Named User;

- write or develop any derivative works based upon the Software, the Documentation or any other proprietary information;

- modify, adapt, translate or otherwise make any changes to the Software or any part thereof;

- otherwise use or copy the Software except as expressly permitted herein;

- remove, alter or obscure any intellectual property, proprietary, attribution, or legal notices from the Software or the Documentation;

- use any name, mark or designation of Company, any of its affiliates or licensors or their respective products or services, unless expressly permitted herein or by Company in writing.

LICENSE TERMS: Evaluation licenses granted pursuant to Evaluation Licenses shall expire at the end of the Evaluation Term. Any other licenses that contain specific durations allowing the Software to function for a specific period of time shall expire at the end of any such defined time periods. All other licenses granted hereunder that do not have specified durations shall be perpetual.

THIRD PARTY SOFTWARE: The Product, including Redistributables, may include source code, redistributable files, and/or other files provided by a third party vendor ("Third Party Product"). Since use of Third Party Product might be subject to license restrictions imposed by the third party vendor, Licensee should refer to the on-line documentation (if any) provided with Third Party Product for any license restrictions imposed by the third party vendor and also review the license directory found in the product installation location. In any event, any license restrictions imposed by a third party vendor are in addition to, not in lieu of, the terms and conditions of this Agreement.

DISTRIBUTABLES: dBASE Plus products consists of two components: an interactive-development and data-access environment component Integrated Development Environment (IDE), and a deployer component that allows distribution of applications created with dBASE Plus.

The Licensee may, at no additional cost, redistribute runtime files, engines, and other dBASE Plus resources as required to install and run your dBASE Plus applications on computers other than those on which dBASE Plus 9 is installed. The dBASE Plus 9 redistributables may be copied and distributed only in support of a dBASE Plus application. You may not distribute or deploy copies of the dBASE Plus Integrated Development Environment (IDE).

COPIES: Customer may make a reasonable number of machine-readable copies of the Software solely for internal backup or archival purposes. All intellectual property, proprietary, attribution, or legal notices included in or on the Software must be reproduced and included in or on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform Company in writing of such number and location upon request.

CUSTOMER RESPONSIBILTY: Customer shall be responsible for all use of the Software, Documentation, and other associated materials, and for compliance with this Agreement. Customer shall be liable for any use of the Software, Documentation, or other associated materials in violation of the license granted in this Agreement, whether by Customer, employees or independent contractors of Customer, the Named User, or by any other user using the Software on behalf of Customer.

RIGHTS RESERVED: All rights not expressly granted in this Agreement are reserved by Company. Company retains sole and exclusive ownership of the Software, the Documentation, and all other associated intellectual property including, but not limited to the technology, inventions, know-how, show-how, designs, formulae, processes, techniques, trade secrets, ideas, artwork, software, works of authorship, and any document or other materials embodying any of the foregoing, whether or not any of the same are patentable or copyrightable, and related documentation (collectively, the "Intellectual Property"). Company retains all intellectual property rights in, to and/or embodied in or associated with the Intellectual Property provided by Company hereunder, and all copies and derivative works thereof, including, but not limited to patent rights (including patent applications and invention disclosures), copyrights, rights in database, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

UPDATES: Customer recognizes that Company shall have no obligation to provide Customer with updates, Error corrections, bug fixes, modifications, additions and/or enhancements to the Software at any time except as may be expressly set forth herein.

FEES AND TAXES: All charges and fees provided for in this Agreement are exclusive of any and all taxes, duties, or similar charges imposed by any government or any of its agencies and instrumentalities. Customer shall pay or reimburse Company for all federal, state, dominion, provincial or local sales, use, personal property, withholding, excise or other taxes, fees or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of Company).

ADDITIONAL LICENSE TERMS APPLICABLE TO SOFTWARE LICENSED FOR EDUCATIONAL USE

In the event Licensee has obtained an educational license, the following terms apply. Licensee may exercise Licensee's rights under this Agreement to use the Product and to create Works solely for Licensee's own personal use in providing or receiving instruction within the limited scope of guided computer programming and/or software training courses in which Licensee are a direct and personal participant, either as student or instructor ("Courses"). Licensee may only reproduce, distribute and use Works, in source or object code form, to other participants of the Courses and then only for educational or training purposes. Licensee may not use the Products or Works created with the products for any commercial, business, governmental or institutional purpose of any kind, except to the extent Licensee are an instructor teaching a Course.

DISCLAIMER: In no event will **Licensor** assume any liability whatsoever beyond the price paid for the software or the list price of the software (whichever is lower), including incidental and consequential damages. Licensor hereby disclaims all other representations, conditions, or warranties, implicit or explicit as to the quality of the software, its usability, serviceability or applicability or any particular task.

WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

LIMITED WARRENTY: Company warrants that, for a period of sixty (60) days from the date of download or delivery:

- the Software, as used in accordance with the associated Documentation and this Agreement, will substantially perform in accordance with the associated Documentation in all material respects;

- the Software, as delivered and under normal use, shall not contain any disabling devices, back doors, Trojan horses, or other malicious code designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or information.

Company has endeavored to assure that the Software performs in accordance with the associated Documentation, but Company does not warrant that the Software will be free of all Errors. As Customer's exclusive remedy for any claim under the warranty in this Section WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY, Customer shall promptly notify Company in writing of its claim and, provided that such claim is determined by Company to be Company's responsibility, Company shall, within thirty (30) days of its receipt of Customer's written notice, (i) use commercially reasonable efforts to correct any Error in the Software or (ii) provide Customer with a plan reasonably acceptable to Customer for correcting any such Error. The preceding warranty cure shall constitute Company's entire liability and Customer's exclusive remedy for cure of the warranty set forth in this Section.

REQUIREMENTS: The warranties set forth above are made to and for the benefit of Customer only. The warranties set forth in Section WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY shall apply only if (a) the Software has been used at all times in accordance with this Agreement and the Documentation; (b) no modification, alteration or addition has been made to the Software by persons other than Company or Company's authorized representative; and (c) any defect in or malfunction of the Software has not been caused by Customer, Customer's employees or independent contractors, the Named User, any person not under the control of Company, or Customer's equipment or software, including, without limitation, third party software or equipment; and (d) Customer is current with any and all fees due under this Agreement.

DISCLAIMER: Customer acknowledges that no employee, agent, representative, or affiliate of Company has authority to bind Company to any oral representations or warranty concerning the Software or any other product or service provided to Customer hereunder. Any written representation or warranty not expressly contained in this Agreement is expressly disclaimed and is not enforceable. Except as set forth in this Section WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY, Company makes no warranties, whether express, implied, or statutory regarding or relating to the Software, the Documentation or any other materials or services provided to Customer hereunder. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR ANY OTHER MATERIALS PROVIDED BY

COMPANY WILL BE ERROR-FREE, PERFORM IN AN UNINTERRUPTED MANNER, OR THAT COMPANY WILL CORRECT ALL ERRORS.

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OF THE SOFTWARE. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, STATUTORY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE OR DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, BUSINESS INTERRUPTION OR COST OF COVER) IN CONNECTION WITH OR ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE SOFTWARE AND ANY OTHER MATERIALS PROVIDED BY COMPANY, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY DAMAGES AND COSTS SHALL NOT, IN ANY EVENT, EXCEED THE FEE PAID BY CUSTOMER TO COMPANY FOR THE SOFTWARE.

INDEMNIFICATION AND RELEASE

CUSTOMER INDEMNITY: Company shall indemnify, defend or settle any action, suit or proceeding brought against Customer alleging that the Software infringes any U.S. patent or copyright and shall pay any final judgments awarded or settlements entered into and agreed to by Company, provided that Customer gives prompt written notice to Company of any such action, suit or proceeding and gives Company the authority to proceed as contemplated herein. Company shall have the exclusive right to defend any such action, suit, or proceeding and make settlements thereof at its own discretion, and Customer may not settle or compromise such action, suit, or proceeding, except with the prior written consent of Company. Customer shall give such assistance, cooperation and information as Company may reasonably require to defend, settle, or oppose any such action, suit, or proceeding.

REMEDY: In the event any such infringement action, suit or proceeding is brought or threatened, Company may, at its sole option and expense: (a) procure for Customer the right to continue use of the Software; (b) modify, amend or replace the same with other software or material having substantially similar functionality and performance; or (c) if neither of the foregoing is commercially practicable as determined by Company in its sole discretion, Company shall have the right to terminate the license for the Software and repay to Customer a pro-rata credit based upon the license fees paid for the Software prorated over a thirty-six (36) month period from the date of shipment or download of the Software. Thereafter, termination shall proceed in accordance with the terms of Section TERMINATION.

EXCLUSIONS: The foregoing obligations shall not apply to the extent the action, suit or proceeding for infringement and/or misappropriation arises or results from (a) modifications to the Software made by any party other than Company or Company's authorized representative; (b) use of the Software Platform or Application(s) beyond the scope of or not in compliance with the terms of the Documentation or this Agreement; (c) breach of this Agreement by Customer, (d) combination of the Software or components thereof with other products (hardware or software), processes or materials to the extent the alleged infringement relates to such combination, or (e) where Customer continues the allegedly infringing activity after being notified thereof and having been provided modifications, replacements or other remedies that would have avoided the alleged infringement.

LIMIATIONS: This Section INDEMNIFICATION AND RELEASE states the entire liability of Company with respect to infringement of any intellectual property right.

COMPANY INDEMNITY: Customer shall indemnify and hold harmless Company from and against any action, suit, or proceeding for infringement and/or misappropriation that arises or results from any of the exclusions set forth in Section EXCLUSIONS above

TERM AND TERMINATION

TERM: This Agreement shall take effect upon the download or unsealing of the Software and shall remain in force until terminated in accordance with this Section.

TERMINATION BY COMPANY: Company may, by written notice to Customer, terminate this Agreement effective immediately if: (a) Customer fails to pay the license fee due for the license granted hereunder; (b) if a petition alleging insolvency is filed by or against Customer and not stayed within 60 days, or a receiver is appointed for any part of Customer's business, or its assets are assigned for the benefit of creditors; or (c) Customer is in material breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after Customer's receipt of Company's written notice of such breach.

EFFECT OF TERMINATION: All Sections above shall survive expiration or any termination of this Agreement for as long as necessary to permit their full discharge. Upon termination of this Agreement, Customer shall, and shall cause the Named User to, cease and desist all use of the Software and the Documentation. Within sixty (60) days of the termination of this Agreement, Customer shall return to Company the Software and Documentation and any and all copies thereof. Customer shall promptly certify in writing to Company that all copies of the Software have been removed from each computer upon which it was installed and that any copies of the Software or Documentation not returned to Company have been destroyed.

MISCELLANEOUS

COMPLIANCE: Customer shall maintain and make available to Company records sufficient to permit Company or an independent auditor retained by Company to verify, upon ten (10) days' written notice, Customer's full compliance with the terms and requirements of this Agreement; provided, that such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Customer of this Agreement, Customer shall reimburse Company for the costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by Company and pay Company for any use of the Software beyond the scope of this Agreement, and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this Section 7.1 do not constitute a waiver of any other rights of Company hereunder.

ASSIGNMENT: Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger, consolidation or similar transaction without the prior written consent of Company. Any assignment by Customer without Company's prior written consent is null and void. Company may assign and delegate its rights and obligations under this Agreement without restriction. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

INDEPENDENT PARTIES: The Parties will at all times be independent contractors and will so represent themselves to all third parties. Neither Party has granted to the other the right to bind it in any manner whatsoever, and neither Party shall hold itself out as entitled to do the same. Nothing herein will be deemed to empower either Party to be the agent or legal representative of the other nor to constitute the Parties as partners, co-owners, or joint ventures.

FORCE MAJEURE: Neither Party shall incur any liability to the other Party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the Party seeking protection under this Section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions, but the inability to meet financial obligations is expressly excluded.

WAIVER: Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the Parties hereto of a breach or of a default under any of the provisions of this Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such Party's rights under this Agreement and shall not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.

SEVERABILITY: If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that shall preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition, or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all communications, representations, understandings, and agreements before the Effective Date, either oral or written, between the Parties with respect to said subject matter. This Agreement may not be amended, supplemented, or modified except in writing signed by both Parties.

PUBLICITY: Each Party acknowledges that the other Party may desire to use such other Party's name in vendor and customer lists, press releases, product brochures and financial reports indicating that Customer is a customer of Company, and each Party agrees that the other Party may use the other Party's name in such a manner, subject, in the case of press releases and product brochures, to such other Party's prior written consent, which consent shall not be unreasonably withheld.

GOVERNING LAW: This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. The Parties hereby consent to the exclusive jurisdiction of the State Courts located in Broome County, New York or the United States District Court for the Northern District of New York and any courts of appeal therefrom, and waives any objection on the grounds of lack of jurisdiction (forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts for resolution of any disputes arising out of or related to this Agreement.

U.S. GOVERNMENT RESTRICTED RIGHTS; EXPORT COMPLIANCE:
Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in FAR Section 52.227-14 Alt. III (g)(3), FAR Section 52.227-19, DFARS 252.227-7014 (b) or DFARS 227.7202, as amended from time to time. Contractor/Manufacturer is dBase, LLC., 31 Front St., Binghamton, NY 13905. Any contract notices should be sent to this address. Licensee may not download, use, transfer, export or re-export the Product except as authorized by United States law and the laws of the jurisdiction in which the Product was obtained. In particular, but without limitation, Product may not be, downloaded, used, exported or re-exported (a) in or to (or by or to a national or resident of) any country then under U.S. economic embargo (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria), (b) or any end user who Licensee's knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems or (c) to any person or entity on the U.S. Treasury Department's list of Specially Designated Nationals or on the U.S. Department of Commerce's Denied Persons List or Entity List. By downloading or using Products, Licensee represents and warrants that it is not located in, under control of, or a national or resident of any such country or on any such list.

U.S. GOVENERNMENT END-USER: The defined products in this license agreement are considered "commercial component" as this term is defined in 48 C.F.R. subsection 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. subsection 252.227-7014(a)(1) and 48 C.F.R. subsection 252.227-7014(a)(5), respectively, and used in 48 C.F.R. subsection 12.212 and 48 C.F.R. subsection 227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. subsection 12.212 and 48 C.F.R. subsection 27.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this product only with those rights set forth in the license agreement accompanying this product.

Customer Service: Customer service can be reached by email at customerservice@dBASE.com or by telephone at the following numbers:

Within in Canada and US:	800 518 0960 or 607 729 0960
All other territories outside of US and Canada:	607 729 0960 .

Technical Support: Technical support for installation is provided free of charge. There may be a fee for other technical support. Please see our website (www.dBASE.com) for Frequently Asked Questions (FAQs) and the complete technical support policy.

Technical support can be reached at techsupport@dBASE.com or by telephone at 607-729-0960 (within the US and Canada), or at 607-729-0960 from everywhere else.

Please visit our Website at http://www.dBASE.com or call 607-729-0960 (within the US and Canada) or 607-729-0960 for support, pricing, and product information.