

## End-User License Agreement

### APEXCODERS SOFTWARE LICENSE AGREEMENT

1. READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING THIS PRODUCT ON YOUR NETWORK OR PERSONAL COMPUTER. THIS PRODUCT LICENCE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (EITHER ON BEHALF OF YOURSELF AS AN INDIVIDUAL OR ON BEHALF OF AN ENTITY AS ITS AUTHORIZED REPRESENTATIVE) ON THE ONE HAND, AND APEXCODERS AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY REFERRED TO AS 'APEXCODERS') ON THE OTHER HAND FOR THE HARDWARE AND/OR SOFTWARE PRODUCT WHICH INCLUDES PHYSICAL HARDWARE AND/OR COMPUTER SOFTWARE AND ANY ASSOCIATED MEDIA, PRINTED MATERIALS, AND/OR 'ONLINE' OR ELECTRONIC DOCUMENTATION (TOGETHER CALLED THE 'PRODUCT'). PLEASE READ THIS AGREEMENT CAREFULLY AND PRINT OUT A COPY FOR YOUR RECORDS. THIS AGREEMENT SUPERSEDES ALL PREVIOUS VERSIONS. BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS PRODUCT LICENCE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. THE PRODUCT IS LICENSED, NOT SOLD, TO YOU FOR USE EXCLUSIVELY UNDER THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS PRODUCT LICENCE AGREEMENT, DO NOT INSTALL OR USE THE PRODUCT AND DELETE ALL COPIES IN YOUR POSSESSION.

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3. You acknowledge that the Product in source code form remains a confidential trade secret of APEXCODERS. You agree not to modify or attempt to reverse engineer, decompile, or disassemble the Product, except when and only to the extent that such activity is

expressly permitted by applicable law notwithstanding this limitation.

4. OWNERSHIP: All right, titles, interests and intellectual property rights in and to the Product (including, but not limited to, any titles, computer code, concepts, screen images, text and 'applets' incorporated into the Product), accompanying printed materials and any copies of the Software are owned by APEXCODERS or its licensors. This Agreement grants you no rights to use such content other than as part of the Product.

5. This Agreement is effective upon your installation of the Product and shall continue until revoked by APEXCODERS or until the violation of any term hereof; upon termination you agree to destroy and/or delete all copies of the Product in your possession.

6. LICENCE RESTRICTIONS: You acknowledge that the foregoing licence extends only to your use of the features and functionality of the Product as described in the documentation accompanying the version of the Software downloaded or Product obtained by you (the "Documentation"), and you agree not to reconfigure or modify the Product in order to enable features or functionalities different to those described in such Documentation or available in other APEXCODERS products without notifying APEXCODERS and paying the applicable Product upgrade fee. You may not: (i) reverse engineer, decompile, or disassemble the Product; (ii) modify or create derivative works based upon the Product in whole or in part; (iii) distribute copies of the Product; (iv) remove any proprietary notices or labels on the Product; or (v) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to the Product. Any use in violation of the terms in this Section shall immediately result in termination of your licence to the Product.

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8. GENERAL: The Product is provided to you at minimal charge. APEXCODERS does not guarantee that use of the Product will be uninterrupted or error-free. You acknowledge that the performance of the Product may be affected by any number of factors, including, without limitation, technical failure of the Product, the acts or omissions of third parties and other causes reasonably beyond the control of APEXCODERS. Certain features of the Product may not be forward-compatible with future versions of the Product and the use of such features with future versions of the Product may require the purchase of the applicable future version of the Product.

9. AS IS SALE: YOU AGREE THAT APEXCODERS AND ITS LICENSORS HAVE MADE NO EXPRESS WARRANTIES, ORAL OR WRITTEN, TO YOU REGARDING THE PRODUCT AND THAT THE PRODUCT IS BEING PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ACKNOWLEDGE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT LIES WITH YOU. SHOULD THE PRODUCT PROVE DEFECTIVE, YOU ALONE (AND NOT APEXCODERS, THE RETAILER, OR ANY DISTRIBUTOR) ASSUME THE FULL COST OF ALL NECESSARY REPAIRS.

10. DISCLAIMER: APEXCODERS DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DISCLAIMER AFFECTS YOUR LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

11. Limitation on Liability. EXCEPT FOR BODILY INJURY OF A PERSON, IN NO EVENT WHATSOEVER WILL APEXCODERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, THE PRODUCT OR ANY SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR FOR ANY LOSS OF OR CORRUPTION OF DATA, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER APEXCODERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APEXCODERS' MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE LICENCE FEES RECEIVED BY APEXCODERS UNDER

THIS LICENCE FOR THE PARTICULAR PRODUCT THAT CAUSED THE DAMAGES. Some jurisdictions do not permit the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

12. TERMINATION: This Agreement shall terminate automatically if you fail to comply with the terms of this Agreement. No notice shall be required from APEXCODERS to effect such termination. You may also terminate this Agreement at any time by notifying APEXCODERS in writing of termination. Upon any termination of this Agreement, you must uninstall and destroy all copies of the Product.

### 13. MISCELLANEOUS:

13.1 COMPLIANCE WITH EXPORT CONTROL LAWS: the end-user agrees to fully comply with all relevant export laws and regulations, including but not limited to the U.S. Export Administration Regulations and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), as amended from time to time (collectively the "Export Control Laws"). The end-user agrees not to export or re-export the Product to any parties located in any E:1 countries which are specifically prohibited under U.S. embargoes or sanctions programmes maintained by the OFAC or otherwise prohibited under the Export Control Laws. The current list of E:1 Countries is available at the following link [http://www.bis.doc.gov/index.php/forms-documents/doc\\_view/452-supplement-no-1-to-part-740-country-groups](http://www.bis.doc.gov/index.php/forms-documents/doc_view/452-supplement-no-1-to-part-740-country-groups)

13.2 U.S. GOVERNMENT RIGHTS: The Product under this Agreement is a commercial computer product as this term is described in 48 C.F.R. 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer product and/or commercial computer product documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Product) and 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer product and/or commercial computer product documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFAR") and its successors.

13.3 GOVERNING LAW: This Agreement will be governed by the laws of the State of New York as they are applied to agreements between New York residents entered into and to be performed entirely within New York. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

13.4 ENTIRE AGREEMENT: You agree that this is the entire agreement between you and APEXCODERS, and that it supersedes any prior agreement, whether in written or oral form, and all other communications between APEXCODERS and you relating to the subject matter of this Agreement. This Agreement may be amended, modified or supplemented only as a writing document that is signed by the authorized representatives of both parties.

13.5 RESERVATION OF RIGHTS: All rights not expressly granted in this Agreement are reserved by APEXCODERS.

14. INJUNCTION. Because APEXCODERS would be irreparably damaged if the terms of this Licence Agreement were not specifically enforced, you agree that APEXCODERS shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as APEXCODERS may otherwise have under applicable laws.

15. INDEMNITY. At APEXCODERS' request, you agree to defend, indemnify and hold harmless APEXCODERS, its subsidiaries, affiliates, contractors, officers, directors, employees, agents, licensors, licensees, distributors, developers, content providers, and other users of the Product, from all damages, losses, liabilities, claims and expenses, including attorneys' fees, arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this Licence Agreement or any breach of this Licence Agreement by you. APEXCODERS reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you hereunder, and in such event you shall have no further obligation to provide indemnification for such matter.

16. TERMINATION. Without prejudice to any other rights of APEXCODERS, this Licence Agreement and your right to use the Product may be automatically terminated without notice by APEXCODERS if you fail to comply with any provision of this Agreement or any terms and

conditions associated with the Product. In such event, you must destroy all copies of this Product and all of its component parts.

17. GENERAL PROVISIONS. You may not use, copy, modify, sublicense, rent, sell, assign or transfer the rights or obligations granted to you in this Agreement, except as expressly provided in this Agreement. Any assignment in violation of this Agreement is void, except that you may transfer your Product to another person provided that the person accepts the terms of this Licence Agreement. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of: (i) such provision under other circumstances, or (ii) the remaining provisions hereof under all circumstances. APEXCODERS' failure at any time to enforce any of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by APEXCODERS of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of APEXCODERS shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of APEXCODERS. This Agreement represents the complete agreement concerning this Licence Agreement between you and APEXCODERS.

18. Subscription Grant. Subject to the terms and conditions of this Agreement APEXCODERS hereby grants Customer a non-exclusive, non-transferable, non-assignable, limited right to use the APEXCODERS' Subscription services during the applicable Subscription Term for personal or commercial use but retains all property rights of the services delivered. All other rights are expressly reserved by KEMP. Your subscription definition associated with your product are dictated by your agreement made with APEXCODERS. If you do not agree with terms put forth above, contact your APEXCODERS representative for further information and assistance.

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