**DOCUMENT ID: 29628913** 

LAST UPDATED: SEPTEMBER 17, 2020

#### CYTIVA SOFTWARE END USER LICENSE AGREEMENT

## UNICORN

## **IMPORTANT - PLEASE READ CAREFULLY**

CYTIVA PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS SOFTWARE END USER LICENSE AGREEMENT (THIS "AGREEMENT") AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. THIS AGREEMENT IS A BINDING AGREEMENT BETWEEN CYTIVA AND LICENSEE. BY (I) CLICKING "ACCEPT" OR (II) USING THE SOFTWARE, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CYTIVA WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND LICENSEE MUST NOT INSTALL, ACCESS, DOWNLOAD OR OTHERWISE USE THE SOFTWARE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF CYTIVA'S SOFTWARE.

1. <u>Definitions</u>. For purposes of this Agreement, the following terms have the following meanings:

"Authorized Users" means the employees or other persons affiliated with Licensee and authorized by Licensee to use the Software pursuant to the license granted under this Agreement.

"Documentation" means user manuals, configuration and/or operation instructions, technical manuals, and any other materials provided by Cytiva, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

 $\hbox{\tt "Licensee"}$  means the individual or entity identified as Licensee on the Order Form.

"License Fees" means the license fees, including all taxes thereon, paid or required to be paid by Licensee for the license granted under this Agreement.

"Cytiva" means Cytiva Sweden AB.

"Order Form" means the final written purchase order, quote, order acknowledgement or other order form filled out and submitted by or on behalf of Licensee, and accepted by or on behalf of Cytiva, for Licensee's purchase of the license for the Software granted under this Agreement.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Software" means the software programs for which Licensee is purchasing a license, as expressly set forth in the Order Form, together with any libraries, utilities, tools, upgrades, updates, patches, modules, feature enhancements, and additional versions of the Software that replace or supplement the original Software. The term "Software" as used herein excludes all Third-Party Licenses (defined below).

"Term" has the meaning set forth in Section 10.

"Third-Party" means any Person other than Licensee or Cytiva.

2. <u>License Grant and Scope</u>. Subject to and conditioned upon Licensee's payment (if applicable) of the License Fees and Licensee's strict compliance with all terms and conditions set forth in this Agreement, Cytiva hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, solely by and through its Authorized Users, the Software and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 4 or elsewhere in this Agreement. This license grants Licensee the right, exercisable by Licensee and Licensee's Authorized Users, to:

- (a) Download or install in accordance with the Documentation one (1) copy of the Software on (i) on one (1) computer (owned or leased, and controlled by, Licensee), unless otherwise set forth on the Order Form or (ii) the equipment specified in the Documentation. If specified in the Order Form that Licensee has purchased a network license, then Licensee is responsible to make sure that the Software may only be used by the number of concurrent users that corresponds to the number of licenses stated in the Order Form.
- (b) Use and run the Software as properly installed in accordance with this Agreement and the Documentation, solely as set forth in the Documentation and solely for Licensee's internal business purposes.
- (c) Download or otherwise make one (1) back-up copy of the Software. Licensee must mark such copy "COPY" and include a copy of this Agreement with such copy. All copies of the Software made by Licensee: (i) will be the exclusive property of Cytiva; (ii) will be subject to the terms and conditions of this Agreement; and (iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original. Licensee is solely responsible to maintain relevant back-up procedures and Cytiva shall not be liable for any loss of data.
- (d) Download or otherwise make one (1) copy of the Documentation per copy of the Software permitted to be downloaded or installed in accordance with this Agreement and use such Documentation solely in support of its licensed use of the Software in accordance herewith. All copies of the Documentation made by Licensee: (i) will be the exclusive property of Cytiva; (ii) will be subject to the terms and conditions of this Agreement; and (iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.
- 3. Third-Party Materials. The Software may include software, content, data, or other materials, including related documentation, that are owned by Persons other than Cytiva (the "Third-Party Materials") and that are provided to Licensee on licensee terms that are in addition to and/or different from those contained in this Agreement ("Third-Party Licenses"). Third-Party Materials are identified by Cytiva in Schedule A (as described below), the Documentation, readme.txt files or at www.cytivalifesciences.com/en/us/legal/licensing-statements (and any successor or related locations designated by Cytiva), as may be updated by us from time to time.
- (a) Installation, access and use by Licensee of the Third Party Materials is subject to the respective Third-Party License under which it is provided, and not to any contrary or additional terms of this Agreement. Notices required by the applicable Third-Party License are set forth in Schedule A to this Agreement. Licensee is bound by and shall comply with the terms and conditions of each applicable Third-Party License. Any breach by Licensee or any of its Authorized Users of any Third-Party License is also a breach of this Agreement. If Licensee does not agree to be bound by and subject to the terms and conditions of each applicable Third-Party License, Licensee must terminate this Agreement by uninstalling and destroying all copies of the Software that are in Licensee's possession or control.
- (b) If Cytiva's rights from a licensor of Third Party Software are limited, suspended, or terminated for any reason, your rights will also be so limited, suspended or terminated.

- (c) The use of files created by or used with the Software may require that you obtain license rights from third-parties, including owners or licensors of certain third party audio and video formats. You are solely responsible for obtaining such Third-Party Licenses and paying any necessary royalties or fees.
- (d) Notwithstanding any provision of this Agreement to the contrary, (i) CYTIVA, ITS SUPPLIERS AND LICENSORS PROVIDE THE THIRD-PARTY MATERIALS "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, ACCURACY, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE, and (ii) in no event shall Cytiva, its suppliers or licensors be liable for any damages of any nature arising from use or distribution of the Third-Party Materials, including without limitation direct, indirect, special, incidental, punitive or consequential damages or damages arising from loss of use, data or profits, even if advised of the possibility of such damages.
- Use Restrictions. Licensee shall not, and shall require its Authorized Users not to, directly or indirectly: (a) use (including make any copies of) the Software or Documentation beyond the scope of the license granted under Section 2; (b) provide any other Person that is not an Authorized User, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Software or Documentation; (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof: (d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs; (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof, except to the limited extent expressly permitted by applicable law, in which case Licensee must first notify Cytiva in writing prior to commencing any such activities; (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof; (g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service; (h) use the Software or Documentation in violation of any law, regulation, or rule; (i) use the Software or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including: (1) power generation systems; (2) aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; (3) safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems; (4) military or aerospace applications, weapons systems, or environments; or (5) any other activity in which the failure of the Software could result in loss of human life, personal injury or property damage (subsections (i)(1) - (i)(5) "High Risk Activities"); or (k) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Cytiva's commercial disadvantage. The Software is provided with Restricted Rights. Use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in subparagraph (c)(1) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7015 or subparagraphs (c)(1), and (2) of Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable.
- 5. Responsibility for Use of Software. Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement. Authorized Users shall bound by the terms and conditions of this Agreement.
- 6. <u>Compliance Measures</u>. The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of

the Software that is prohibited under Section 4. For example, in order to use the Software, Licensee may be required to input a registration number or product authorization key and register its copy of the Software with Cytiva to obtain the necessary license key or license file. Licensee shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

- Collection and Use of Information. Cytiva will only collect and use information about Licensee's use of the Software, or other information provided by Licensee in connection with this Agreement (such as names, usernames, phone numbers, email addresses and billing information associated with Licensee's account) (the "Account Information") in accordance with the Cytiva Privacy Policy, located at www.cytivalifesciences.com/en/us/legal/privacy (and any successor or related locations designated by Cytiva), as may be updated by us from time to time, and Licensee consents to such usage. Licensee further acknowledges and agrees that personal information supplied by Licensee, including Account Information, may be transferred to other countries or jurisdictions outside of Licensee's country or jurisdiction of residence, and that the protections afforded such information under the laws and regulations of the country or jurisdiction to which the information is transferred may not be comparable to or as protective as the protections afforded such information in your country or jurisdiction of residence. Licensee represents and warrants that Licensee's creation, collection, receipt, access, use, storage, disposal, transfer and disclosure of employee personal information does and will comply with all applicable federal, national, state, municipal and local privacy and data protection laws, as well as all other applicable regulations and directives, and that Licensee has obtained all consents required by the foregoing laws.
- 8. <u>Intellectual Property Rights; Reservation of Rights.</u> The Software and Documentation is protected by applicable laws, including without limitation copyright laws and international treaty provisions. Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Other than the right to use the Software and Documentation in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement, Licensee does not acquire any ownership interest in the Software or Documentation (including, but not limited to originals, translations, compilations and partial copies, if any, and any Intellectual Property Rights therein) under this Agreement, or any other rights thereto, as a result of downloading, installing, accessing or using the Software. Cytiva and its licensors reserve and shall retain their entire right, title, and interest in and to the Software and Documentation and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Licensee in this Agreement.
- 9. <u>Payment.</u> All License Fees are payable in advance in the manner set forth in the Order Form and are non-refundable, except as may be expressly set forth herein or in the Order Form. Any renewal of the license hereunder shall not be effective until the fees for such renewal have been paid in accordance with the terms and conditions herein or in the Order Form.

# 10. <u>Term and Termination</u>.

- (a) This Agreement and the license granted hereunder shall remain in effect for the term set forth on the Order Form or until earlier terminated as set forth herein (the "Term").
- (b) Licensee may terminate this Agreement by uninstalling, ceasing to use, and destroying all copies of the Software and Documentation.
- (c) Cytiva may terminate this Agreement, effective upon written notice to Licensee, if Licensee or an Authorized User, breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured fifteen (15) days after Cytiva provides written notice thereof.
- (d) Cytiva may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.
- (e) Cytiva may terminate this Agreement, immediately upon notice, if the Cytiva instrument or equipment on which the Software is installed is transferred to a third party.

- (f) Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Licensee and its Authorized Users shall cease using and destroy all copies of the Software and Documentation. No expiration or termination shall affect Licensee's obligation to pay all Licensee Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.
- (g) The following sections of this Agreement shall survive termination or expiration of this Agreement: Section 8, Section 10(f), Section 11(c), Section 12, Section 13, and Section 16.

## 11. <u>Limited Warranty, Exclusive Remedy, and Disclaimer.</u>

- (a) Solely with respect to Software for which Cytiva receives a License Fee, Cytiva warrants that, for a period of ninety (90) days following Licensee's receipt of the Software (the "Warranty Period"): (i) any media on which the Software is provided will be free of material damage and defects in materials and workmanship under normal use; and (ii) the Software will substantially contain the functionality described in the Documentation, and when properly installed on a computer, or other instrument, meeting the specifications set forth in, and operated in accordance with, the Documentation, will substantially perform in accordance therewith. In the event that a nonconformity to the foregoing warranty appears during the Warranty Period, Licensee must provide Cytiva with written notice of the claimed nonconformity. Cytiva shall then, at its sole option, either: (i) use its commercially reasonable efforts to cure said nonconformity within a reasonable period of time; or (ii) replace Licensee's copy of the Software with another copy of the Software; or (iii) refund the fees Licensee has paid to license the Software. This shall be Licensee's sole and exclusive remedy. This limited warranty is not transferable.
- (b) The warranties set forth in Section 11(a) will not apply and will become null and void if Licensee breaches any provision of this Agreement, or if Licensee, any Authorized User, or any other Person provided access to the Software by Licensee or any Authorized User, whether or not in violation of this Agreement: (i) installs, configures, operates or uses the Software in a manner not specified in the Documentation or in Cytiva's written instructions (including any failure to install any updates required by Cytiva from time to time or use of Software in connection with any hardware or software not specified in the Documentation); (ii) modifies or damages the Software, the media on which it is provided, including abnormal physical or electrical stress, or of any interfaces or any software or hardware interfacing with the Software; or (iii) misuses or negligently uses of the Software, or otherwise causes the Software to malfunction, including any use of the Software other than as specified in the Documentation.
- EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 11, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CYTIVA, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE REPRESENTATIVES AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, CYTIVA PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED OR THAT DEFECTS IN THE SOFTWARE ARE CORRECTABLE OR WILL BE CORRECTED. THE SOFTWARE IS NOT DESIGNED, MANUFACTURED, TESTED, OR INTENDED FOR HIGH RISK ACTIVITIES, AND CYTIVA EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE FOR HIGH RISK ACTIVITIES. LICENSEE AND ITS AUTHORIZED USERS ARE PROHIBITED FROM USING THE SOFTWARE FOR HIGH RISK ACTIVITIES, AND ANY SUCH USE IS AT LICENSEE'S OR ITS AUTHORIZED USER'S OWN RISK. LICENSEE AND ITS AUTHORIZED USERS WAIVE ALL CLAIMS AGAINST CYTIVA ARISING FROM USE OF SOFTWARE FOR HIGH RISK ACTIVITIES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CYTIVA, ITS AFFILATES OR AN AUTHORIZED REPRESENTATIVE OF CYTIVA OR ITS AFFILATES WILL CREATE A WARRANTY. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IF THESE LAWS APPLY TO LICENSEE, LICENSEE MAY HAVE ADDITIONAL RIGHTS.

- 12. <u>Indemnification.</u> Licensee will defend, indemnify, and hold harmless Cytiva, its Affiliates, service providers and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to any third-party claim concerning: (i) Licensee's download, installation, use, reproduction or distribution of the Software (including in combination with devices, software, or other items), (ii) unauthorized use of the Software, or (iii) breach of this Agreement or violation of application laws.
- 13. <u>Limitation of Liability</u>. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:
- IN NO EVENT WILL CYTIVA OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE REPRESENTATIVES OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CYTIVA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) IN NO EVENT WILL CYTIVA'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE REPRESENTATIVES AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENTOR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED (I) THE AMOUNT RECEIVED BY CYTIVA FOR THE SOFTWARE DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE RELEVANT CLAIM AROSE, OR (II) IF NO AMOUNTS WERE RECEIVED BY CYTIVA FROM LICENSEE DURING SUCH PERIOD, \$10,000.
- (c) THE LIMITATIONS SET FORTH IN SECTION 13(a) AND SECTION 13(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. THE LIMITATION SET FORTH IN SECTION 13(a) AND SECTION 13(b) SHALL NOT APPLY TO LIABILITY ARISING UNDER , FRAUD, WILLFUL MISCONDUCT, DEATH, PHYSICAL INJURY OR OTHER LIABILITY WHICH CANNOT BE LIMITED AS A MATTER OF LAW.
- 14. Export Regulation. The Software and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. The Licensee shall not, directly or indirectly, export, reexport, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, reexport, or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the US.
- 15. <u>US Government Rights.</u> The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefor, Licensee shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

# 16. <u>Miscellaneous</u>.

# (a) <u>Choice of Law.</u>

(1) FOR LICENSEES THAT ARE NON-US RESIDENTS: All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the substantive laws of the country where Cytiva is situated, without giving effect to any choice or conflict of law provision or

- rule, and the parties hereby submit to the non-exclusive jurisdiction of the courts of that country.
- (2) FOR LICENSEES THAT ARE US RESIDENTS: All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware, and the parties hereby submit to the non-exclusive jurisdiction of the courts of the State of Delaware.
- (3) FOR ALL LICENSEES: In no event shall this Agreement be governed by the UN Convention on Contracts for the International Sale of Goods.
- (b) Cytiva will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Cytiva's reasonable control.
- (c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) the later of the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid, and the day of receipt of the return receipt following mailing by certified or registered mail, postage pre-paid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 16(c)).
- (d) This Agreement, together with the Order Form, all annexes, schedules, and exhibits attached hereto constitutes the sole and entire agreement between Licensee and Cytiva with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, in the event of a conflict between this Agreement and any Order Form or exhibit to this Agreement, the order of precedence is: (i) this Agreement; (ii) any annexes, schedules, and exhibits attached this Agreement; and lastly (iii) the Order Form.
- (e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Cytiva's prior written consent, which consent Cytiva may give or withhold in its sole discretion; provided however, that Licensee may, without consent, assign or otherwise transfer any of its rights,

- or delegate or otherwise transfer any of its obligations under this Agreement in connection with the sale of substantially all of Licensee's assets or capital stock, a merger or reorganization of Licensee. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16(e) is void. Cytiva may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- (f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (g) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (i) For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- (j) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

## **SCHEDULE A**

#### THIRD-PARTY SOFTWARE

THIS PRODUCT INCLUDES THE FOLLOWING THIRD PARTY MATERIALS:

**LOG4NET** – COPYRIGHT © 2004-2011 THE APACHE SOFTWARE FOUNDATION. ALL RIGHTS RESERVED.

PROVIDED BY APACHE SOFTWARE FOUNDATION LICENSED UNDER APACHE LICENSE, VERSION 2.0 (HTTP://WWW.APACHE.ORG/LICENSES - 2.0) (THE "LICENSE"). YOU MAY NOT USE THIS FILE EXCEPT IN COMPLIANCE WITH THE LICENSE.

UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, SOFTWARE DISTRIBUTED UNDER THE LICENSE IS DISTRIBUTED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. SEE THE LICENSE FOR THE SPECIFIC LANGUAGE GOVERNING PERMISSIONS AND LIMITATIONS UNDER THE LICENSE.

SOFTWARE DEVELOPED BY OPC FOUNDATION - (HTTP://WWW.OPCFOUNDATION.ORG/).
ITEXT LIBRARY - COPYRIGHT © 1999-2006 BY BRUNO LOWAGIE AND PAULO SOARES. ALL RIGHTS RESERVED.
SQL SERVER 2017 EXPRESS © MICROSOFT CORP.
WIZARDDIALOGLIB - COPYRIGHT©2002-2002 STEVEN M. SOLOFF. (MAILTO:S_SOLOFF@BELLSOUTH.NET) ALL RIGHTS RESERVED. WIZARDPAGE.CS

**DOCKPANEL SUITE** - COPYRIGHT © WEIFEN LUO 2007 (EMAIL: WEIFENLUO@YAHOO.COM), LICENSED UNDER THE MIT LICENSE

PERMISSION IS HEREBY GRANTED, FREE OF CHARGE, TO ANY PERSON OBTAINING A COPY OF THIS SOFTWARE AND ASSOCIATED DOCUMENTATION FILES (THE "SOFTWARE"), TO DEAL IN THE SOFTWARE WITHOUT RESTRICTION, INCLUDING WITHOUT LIMITATION THE RIGHTS TO USE, COPY, MODIFY, MERGE, PUBLISH, DISTRIBUTE, SUBLICENSE, AND/OR SELL COPIES OF THE SOFTWARE, AND TO PERMIT PERSONS TO WHOM THE SOFTWARE IS FURNISHED TO DO SO, SUBJECT TO THE FOLLOWING CONDITIONS:

THE ABOVE COPYRIGHT NOTICE AND THIS PERMISSION NOTICE SHALL BE INCLUDED IN ALL COPIES OR SUBSTANTIAL PORTIONS OF THE SOFTWARE.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 OR OTHER DEALINGS IN THE SOFTWARE.

TRI-STATE TREEVIEW - COPYRIGHT © 2004 - 2005, SIL INTERNATIONAL. ALL RIGHTS RESERVED.
MOST RECENTLY USED (MRU) MENU CLASS - BY JOE WOODBURY, LICENSED UNDER THE ZLIB LICENSE: COPYRIGHT (C) 1995-2017 JEAN-LOUP GAILLY AND MARK ADLER (HTTPS://WWW.ZLIB.NET/ZLIB_LICENSE.HTML)
THIS SOFTWARE IS PROVIDED 'AS-IS', WITHOUT ANY EXPRESS OR IMPLIED WARRANTY. IN NO EVENT WILL THE AUTHORS BE HELD LIABLE FOR ANY DAMAGES ARISING FROM THE USE OF THIS SOFTWARE.
PERMISSION IS GRANTED TO ANYONE TO USE THIS SOFTWARE FOR ANY PURPOSE, INCLUDING COMMERCIAL APPLICATIONS, AND TO ALTER IT AND REDISTRIBUTE IT FREELY, SUBJECT TO THE FOLLOWING RESTRICTIONS:
1. THE ORIGIN OF THIS SOFTWARE MUST NOT BE MISREPRESENTED; YOU MUST NOT CLAIM THAT YOU WROTE THE ORIGINAL SOFTWARE. IF YOU USE THIS SOFTWARE IN A PRODUCT, AN ACKNOWLEDGMENT IN THE PRODUCT DOCUMENTATION WOULD BE APPRECIATED BUT IS NOT REQUIRED.  2. ALTERED SOURCE VERSIONS MUST BE PLAINLY MARKED AS SUCH, AND MUST NOT BE MISREPRESENTED AS BEING THE ORIGINAL SOFTWARE.
3. THIS NOTICE MAY NOT BE REMOVED OR ALTERED FROM ANY SOURCE DISTRIBUTION.
BUTTONBAR - COPYRIGHT 2006 HERRE KUIJPERS, LICENSED UNDER THE CODE PROJECT OPEN LICENSE (HTTP://WWW.CODEPROJECT.COM/KB/MENUS/OUTLOOKBAR.ASPX)
MVVM LIGHT TOOLKIT - COPYRIGHT © GALASOFT LAURENT BUGNION 2009-2012, LICENSED UNDER THE MIT LICENSE (HTTP://OPENSOURCE.ORG/LICENSES/MIT) AND (HTTP://WWW.TLDRLEGAL.COM/LICENSE/MIT-LICENSE)
PERMISSION IS HEREBY GRANTED, FREE OF CHARGE, TO ANY PERSON OBTAINING A COPY OF THIS SOFTWARE AND ASSOCIATED DOCUMENTATION FILES (THE "SOFTWARE"), TO DEAL IN THE SOFTWARE WITHOUT RESTRICTION, INCLUDING WITHOUT LIMITATION THE RIGHTS TO USE, COPY, MODIFY, MERGE, PUBLISH, DISTRIBUTE, SUBLICENSE, AND/OR SELL COPIES OF THE SOFTWARE, AND TO PERMIT PERSONS TO WHOM THE SOFTWARE IS FURNISHED TO DO SO, SUBJECT TO THE FOLLOWING CONDITIONS:
THE ABOVE COPYRIGHT NOTICE AND THIS PERMISSION NOTICE SHALL BE INCLUDED IN ALL COPIES OR SUBSTANTIAL PORTIONS OF THE SOFTWARE.
THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 OR OTHER DEALINGS IN THE SOFTWARE.
<b>EXTENDED WPF TOOLKIT</b> - COPYRIGHT © XCEED SOFTWARE INC 2010-2012, LICENSED UNDER THE MICROSOFT

PUBLIC LICENSE (MS-PL) AS PUBLISHED AT HTTP://WPFTOOLKIT.CODEPLEX.COM/LICENSE)

-----

SHARPZIPLIB - COPYRIGHT 2001-2007 MIKE KRUEGER, JOHN REILLY

PERMISSION IS HEREBY GRANTED, FREE OF CHARGE, TO ANY PERSON OBTAINING A COPY OF THIS SOFTWARE AND ASSOCIATED DOCUMENTATION FILES(THE "SOFTWARE"), TO DEAL IN THE SOFTWARE WITHOUT RESTRICTION, INCLUDING WITHOUT LIMITATION THE RIGHTS TO USE, COPY, MODIFY, MERGE, PUBLISH, DISTRIBUTE, SUBLICENSE, AND / OR SELL COPIES OF THE SOFTWARE, AND TO PERMIT PERSONS TO WHOM THE SOFTWARE IS FURNISHED TO DO SO, SUBJECT TO THE FOLLOWING CONDITIONS:

THE ABOVE COPYRIGHT NOTICE AND THIS PERMISSION NOTICE SHALL BE INCLUDED IN ALL COPIES OR SUBSTANTIAL PORTIONS OF THE SOFTWARE.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 OR OTHER DEALINGS IN THE SOFTWARE.

-----

NANCYFX - COPYRIGHT © 2010 ANDREAS HÅKANSSON, STEVEN ROBBINS AND CONTRIBUTORS, LICENSED UNDER THE MIT LICENSE (HTTPS://GITHUB.COM/NANCYFX/NANCY/BLOB/MASTER/LICENSE.TXT)

PERMISSION IS HEREBY GRANTED, FREE OF CHARGE, TO ANY PERSON OBTAINING A COPY OF THIS SOFTWARE AND ASSOCIATED DOCUMENTATION FILES (THE "SOFTWARE"), TO DEAL IN THE SOFTWARE WITHOUT RESTRICTION, INCLUDING WITHOUT LIMITATION THE RIGHTS TO USE, COPY, MODIFY, MERGE, PUBLISH, DISTRIBUTE, SUBLICENSE, AND/OR SELL COPIES OF THE SOFTWARE, AND TO PERMIT PERSONS TO WHOM THE SOFTWARE IS FURNISHED TO DO SO. SUBJECT TO THE FOLLOWING CONDITIONS:

THE ABOVE COPYRIGHT NOTICE AND THIS PERMISSION NOTICE SHALL BE INCLUDED IN ALL COPIES OR SUBSTANTIAL PORTIONS OF THE SOFTWARE.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 OR OTHER DEALINGS IN THE SOFTWARE.

-----

**NEWTONSOFT** - COPYRIGHT © JAMES NEWTON-KING 2007, LICENSED UNDER THE MIT LICENSE (HTTPS://GITHUB.COM/JAMESNK/NEWTONSOFT.JSON/BLOB/MASTER/LICENSE.MD)

PERMISSION IS HEREBY GRANTED, FREE OF CHARGE, TO ANY PERSON OBTAINING A COPY OF THIS SOFTWARE AND ASSOCIATED DOCUMENTATION FILES (THE "SOFTWARE"), TO DEAL IN THE SOFTWARE WITHOUT RESTRICTION, INCLUDING WITHOUT LIMITATION THE RIGHTS TO USE, COPY, MODIFY, MERGE, PUBLISH, DISTRIBUTE, SUBLICENSE, AND/OR SELL COPIES OF THE SOFTWARE, AND TO PERMIT PERSONS TO WHOM THE SOFTWARE IS FURNISHED TO DO SO, SUBJECT TO THE FOLLOWING CONDITIONS:

THE ABOVE COPYRIGHT NOTICE AND THIS PERMISSION NOTICE SHALL BE INCLUDED IN ALL COPIES OR SUBSTANTIAL PORTIONS OF THE SOFTWARE.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 OR OTHER DEALINGS IN THE SOFTWARE.

-----

**WEBSOCKETSHARP** - COPYRIGHT © 2010-2020 STA.BLOCKHEAD, LICENSED UNDER THE MIT LICENSE (HTTPS://GITHUB.COM/STA/WEBSOCKET-SHARP/BLOB/MASTER/LICENSE.TXT)

PERMISSION IS HEREBY GRANTED, FREE OF CHARGE, TO ANY PERSON OBTAINING A COPY OF THIS SOFTWARE AND ASSOCIATED DOCUMENTATION FILES (THE "SOFTWARE"), TO DEAL IN THE SOFTWARE WITHOUT RESTRICTION, INCLUDING WITHOUT LIMITATION THE RIGHTS TO USE, COPY, MODIFY, MERGE, PUBLISH, DISTRIBUTE, SUBLICENSE, AND/OR SELL COPIES OF THE SOFTWARE, AND TO PERMIT PERSONS TO WHOM THE SOFTWARE IS FURNISHED TO DO SO, SUBJECT TO THE FOLLOWING CONDITIONS:

THE ABOVE COPYRIGHT NOTICE AND THIS PERMISSION NOTICE SHALL BE INCLUDED IN ALL COPIES OR SUBSTANTIAL PORTIONS OF THE SOFTWARE.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 OR OTHER DEALINGS IN THE SOFTWARE.

-----

**BOUNCYCASTLE** - COPYRIGHT © 2000 - 2020 THE LEGION OF THE BOUNCY CASTLE INC.

PERMISSION IS HEREBY GRANTED, FREE OF CHARGE, TO ANY PERSON OBTAINING A COPY OF THIS SOFTWARE AND ASSOCIATED DOCUMENTATION FILES (THE "SOFTWARE"), TO DEAL IN THE SOFTWARE WITHOUT RESTRICTION, INCLUDING WITHOUT LIMITATION THE RIGHTS TO USE, COPY, MODIFY, MERGE, PUBLISH, DISTRIBUTE, SUBLICENSE, AND/OR SELL COPIES OF THE SOFTWARE, AND TO PERMIT PERSONS TO WHOM THE SOFTWARE IS FURNISHED TO DO SO, SUBJECT TO THE FOLLOWING CONDITIONS:

THE ABOVE COPYRIGHT NOTICE AND THIS PERMISSION NOTICE SHALL BE INCLUDED IN ALL COPIES OR SUBSTANTIAL PORTIONS OF THE SOFTWARE.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS 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 OR OTHER DEALINGS IN THE SOFTWARE.

-----

TREELISTVIEW - NO COPYRIGHT STATEMENT IN THE CODE, LICENSED UNDER THE MICROSOFT PUBLIC LICENSE (MS-PL) AS PUBLISHED AT HTTP://WWW.CODEPROJECT.COM/KB/LIST/TREELISTVIEW.ASPX
CHECKEDCOMBOBOX - LICENSED UNDER CODE PROJECT OPEN LICENSE (CPOL). (HTTPS://WWW.CODEPROJECT.COM/INFO/CPOL10.ASPX)
MICROSOFT EXTENSION - PROVIDED BY APACHE SOFTWARE FOUNDATION LICENSED UNDER APACHE LICENSI VERSION 2.0 (HTTP://www.apache.org/licenses/license-2.0)
COPYRIGHT © MICROSOFT 2008
LICENSED UNDER THE APACHE LICENSE, VERSION 2.0 (THE "LICENSE"); YOU MAY NOT USE THIS FILE EXCEPT IN COMPLIANCE WITH THE LICENSE. YOU MAY OBTAIN A COPY OF THE LICENSE AT
HTTP://WWW.APACHE.ORG/LICENSES/LICENSE-2.0
UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, SOFTWARE DISTRIBUTED UNDER THE LICENSE IS DISTRIBUTED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. SEE THE LICENSE FOR THE SPECIFIC LANGUAGE GOVERNING PERMISSIONS AND LIMITATIONS UNDER THE LICENSE.
ENTITYFRAMEWORK - PROVIDED BY MICROSOFT, LICENSED UNDER MICROSOFT .NET EULA (HTTPS://DOTNET.MICROSOFT.COM/DOTNET_LIBRARY_LICENSE.HTM)
TEECHART – ©2001-2005 BY STEEMA SOFTWARE. ALL RIGHTS RESERVED.