

## **IT2BE components (plugins and beans)**

IMPORTANT - READ THIS BEFORE COPYING, INSTALLING OR USING.  
Do not copy, install, or use the Materials provided under this license agreement ("Agreement"), until you have carefully read the following terms and conditions.

By copying, installing, or otherwise using the Materials, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not copy, install, or use the Materials.

### **License Agreement for IT2BE components**

#### **LICENSE DEFINITIONS:**

- "Materials" are defined as the software, documentation, license key codes, license key files and other materials, including any updates and upgrade thereto, that are provided to you under this Agreement. Materials also include the Redistributables as defined below.
- "Redistributables" are all files available via our download site or our update manager.
- Notwithstanding anything to the contrary elsewhere in the agreement, you are never granted the right to distribute any developer license key and/or file.

#### **LICENSE GRANT:**

- Subject to all of the terms and conditions of this Agreement, IT2BE grants to you a non-exclusive, non-transferable, non-assignable, copyright license to use the Materials.
- Subject to all of the terms and conditions of this Agreement, IT2BE grants to you a non-exclusive, non-transferable, non-assignable copyright license to distribute (except under a Trial License as specified below) the Redistributables, or any portions thereof, as part of the product or application you developed using the Materials.

#### **LICENSE RESTRICTIONS:**

- You may NOT: (i) use or copy the Materials except as provided in this Agreement; (ii) rent or lease the Materials to any third party; (iii) assign this Agreement or transfer the Materials without the express written consent of IT2BE; (iv) modify, adapt, or translate the Materials in whole or in part except as provided in this Agreement; (v) reverse engineer, decompile, or disassemble the Materials; (vi) attempt to modify or tamper with the normal function of a license manager that regulates usage of the Materials; or (vii) distribute, sublicense or transfer the source code form of any components of the Materials and derivatives thereof to any third party except as provided in this Agreement; or (ix) distribute, sublicense, transfer or use any binary, source code form or license file of any libraries of the Materials and derivatives thereof to any third party except as provided in this Agreement;
- The scope and duration (time period) of your license depends on the type of license you purchased from IT2BE. The variety of license scopes for our components is set forth below. These licenses are not

available for all products and services of IT2BE and therefore may not apply to those products and services. In such case The General Terms and Conditions of FENIT apply, as filed at the Office of the Clerk of the District Court in The Hague, The Netherlands, on the third of June 2003 under number 60/2003. For more information on the types of licenses, please contact IT2BE.

**TRIAL LICENSE:** If you are using the Materials under the control of a Trial license, you as an individual may use the Materials only for internal Trial purposes and only for the term of the Trial time period, which is controlled by the license key code for the Materials. A separate trial license is required for each additional use and/or individual user in all other cases.

IT2BE will provide you with a license code key and/or license files that enables the Materials for a Trial license.

Notwithstanding anything to the contrary elsewhere in the agreement, the Trial license does not grant you the right to distribute any portion of the Materials.

If you are an entity, IT2BE grants you the right to designate one individual within your organization to have the sole right to use the Materials in the manner provided above.

**SINGLE-DEVELOPER LICENSE:** If you are using the Materials under the control of a Single-Developer license, you as an individual may use the Materials on an unlimited number of computers provided that you are the only individual using the Materials and only one copy of the Materials is in use at any one time. A Site license is required in any other case.

IT2BE will provide you with a license code key and/or license files that enables the Materials for a Single-Developer license.

The Single-Developer license grants you the right to distribute the Redistributables as a part of your solution to an unlimited number of clients/sites without any additional runtime fees. The Single-Developer license does not grant you the right to expose the (developer) license code key and/or license files and the API to any other individual.

If you obtained a time-limited Trial license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials.

If you are an entity, IT2BE grants you the right to designate one individual within your organization to have the sole right to use and distribute the Materials in the manner provided above.

**SITE LICENSE:** If you are using the Materials under the control of a Site license (or an unlimited-developer license), you may use the Materials with a Team of developers.

IT2BE will provide you with a license code key and/or license files that enables the Materials for a Site license.

The Site license grants you the right to distribute the Redistributables as a part of your solution to an unlimited number of clients/sites without any additional runtime fees. The Site license only grants you the right to expose the license code key and/or license files and the

API to members of the development team and only during development of your solution.

If you obtained a time-limited Trial license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials.

The Site license does not grant any individual to use and distribute any portion of the Materials other than in the manner provided above.

**CORPORATE LICENSE:** If you are using the Materials under the control of a Corporate license, you may use the Materials within one corporation.

IT2BE will provide you with a license code key and/or license files that enables the Materials for a Corporate license.

The Corporate license grants you the right to use the Redistributables as a part of your solution limited to use within your corporation without any additional runtime fees. The Corporate license only grants you the right to expose the license code key and/or license files and the API to members of the development team.

Notwithstanding anything to the contrary elsewhere in the agreement, the Corporate license does not grant you the right to distribute any portion of the Materials or make use of the Materials outside the corporation.

If you obtained a time-limited Trial license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials.

The Corporate license does not grant any individual to use and distribute any portion of the Materials other than in the manner provided above.

**SERVER LICENSE:** If you are using the Materials under the control of a Server license, you may use the Materials on one server or server pool with the supplied domain name and/or ip address.

IT2BE will provide you with a license code key and/or license files that enables the Materials for a Server license.

The Server license grants you the right to use the Redistributables as a part of your solution limited to use on your server or server pool without any additional runtime fees. The Server license only grants you the right to expose the license code key and/or license files and the API to members of the development team.

If you obtained a time-limited Trial license, the duration (time period) of your license and your ability to use the Materials is limited to the time period of the obtained license, which is controlled by the license key code for the Materials.

The Server license does not grant any individual to use and distribute any portion of the Materials other than in the manner provided above.

**DISTRIBUTION:** Distribution of the Materials is also subject to the following limitations: You (i) shall be solely responsible to your customers for any update or support obligation or other liability which may arise from the distribution, (ii) shall not use IT2BE's name or

trademarks to market your product without written permission, (iii) shall prohibit disassembly and reverse engineering and (iv) shall indemnify, hold harmless, and defend IT2BE and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from your distribution of any product.

**SOFTWARE TRANSFER:** You may permanently transfer all of your rights under this Agreement only with IT2BE's prior written permission.

**THIRD PARTY LIBRARIES:** You may re-distribute all third party software, documentation, license key codes, license key files and other materials that are part of our redistributables under the aforementioned conditions.

Notwithstanding anything to the contrary elsewhere in the agreement, IT2BE and its partners strictly limit the right to distribute any portion of the Materials, including third party materials, to the functionality as provided by IT2BE or agreed with its partners.

**COPYRIGHT:**

Title to the Materials and all copies thereof remain with IT2BE or its suppliers. You will not remove any copyright notice from the Materials. You agree to prevent any unauthorized copying of the Materials. Except as expressly provided herein, IT2BE does not grant any express or implied right to you under IT2BE patents, copyrights, trademarks, or trade secret information.

**LEGAL DISCLAIMER:**

All our software, components and services are provided "AS IS" without warranty of any kind. IT2BE disclaims all warranties, either express or implied, including the warranties of merchantability and fitness for a particular purpose. In no event shall IT2BE be liable for any damages whatsoever including direct, indirect, incidental, consequential, loss of business profits, punitive or special damages, even if IT2BE have been advised of possibility of such damages.

**UNAUTHORIZED USE:**

The materials are not designed, intended or authorized for use in any type of system or application in which the failure of the materials could create a situation where personal injury or death may occur (e.g. life sustaining, life saving or medical systems). Should you purchase or use the Materials for developing any such unintended or unauthorized use, you and any third party shall indemnify and hold IT2BE and its officers, subsidiaries and affiliates harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of liability, personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that IT2BE was negligent regarding the design or manufacture of the part.

**USER SUBMISSIONS:**

You agree that any material, information or other communication, including everything embodied therein, you transmit or post to an

IT2BE website or provide to IT2BE under this Agreement will be considered non-confidential ("Communications"). IT2BE will have no confidentiality obligations with respect to the Communications. You agree that IT2BE and its designees will be free to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of distribution and licensees, incorporate and otherwise use the Communications, including derivative works thereto, for any and all commercial or non-commercial purposes.

**TERMINATION OF THIS LICENSE:**

This Agreement becomes effective on the date you accept this Agreement and will continue until terminated as provided for in this Agreement. If you are using the Materials under the control of a time-limited license, for example an Trial License, this Agreement terminates without notice on the last day of the time period, which is controlled by the license key code for the Materials. IT2BE may terminate this license at any time if you are in breach of any of its terms and conditions. Upon termination, you will immediately return to IT2BE or destroy the Materials and all copies thereof.

**APPLICABLE LAWS:**

Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the Netherlands, without regard to principles of conflict of laws. You may not export the Materials in violation of applicable export laws.