

## Pragma Systems End User License Agreement (EULA)

**This Pragma Systems End User License Agreement (“EULA”) is a legal agreement between you and Pragma Systems, Inc. (“Pragma”) for the licensing of software products from Pragma Systems.**

**BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE (AS DEFINED BELOW), YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE WITH THE TERMS OF THIS EULA, DO NOT INSTALL OR USE THE SOFTWARE AND YOU MUST DESTROY ANY DOWNLOADED COPIES OF THE SOFTWARE IN YOUR POSSESSION OR CONTROL.**

### 1. SOFTWARE LICENSE:

a) **LICENSE GRANT.** Subject to the terms set forth in this license, Pragma Systems, Inc., as LICENSER (“Pragma Systems”), grants to you the LICENSEE, a non-exclusive right to use this copy of Pragma Systems Software Program (“the Software”) only on a single computer. You may copy the Software solely for the purpose of installing it on your computer, loading the Software into RAM or creating a single backup or archival copy.

b) **KEY CODES.** Upon acceptance of this EULA with respect to the Software, you will receive a key code that will enable you to activate or operate the Software. You may not relicense, reproduce or distribute any key code except with the express written permission of Pragma. You agree that you will not attempt to “hack,” “crack” or otherwise override this activation key.

c) **ADDITIONAL RESTRICTIONS.** You MAY NOT Transfer or Rent the Software, or use, copy or modify the Software or the documentation, in whole or in part, except as expressly permitted in this agreement. Pragma reserves all rights not expressly granted to you. Without limiting the generality of the foregoing, you shall not: (i) disassemble, de-compile, reverse engineer, or otherwise attempt to reconstruct or discover the source of this Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation, or (ii) modify or create derivative works based upon the Software, or (iii) commercially distribute, sublicense, resell or otherwise transfer this Software, or (iv) rent, lease, lend, or use the Software for commercial timesharing or bureau use; or (v) or allow a third party to copy, access or use the Software. IF YOU DO ANY OF THE FOREGOING, YOUR RIGHTS UNDER THIS LICENSE WILL AUTOMATICALLY TERMINATE. SUCH TERMINATION SHALL BE IN ADDITION TO AND NOT IN LIEU OF ANY CRIMINAL, CIVIL, OR OTHER REMEDIES AVAILABLE TO Pragma Systems.

2. **OWNERSHIP OF SOFTWARE.** As the LICENSEE, you have the right to use the Software under the restrictions set out in this Agreement. However, Pragma Systems retains all title, ownership, copyrights and intellectual property rights, in and to, the Software recorded on the original disk copy and all subsequent copies of the Software and all derivative works, regardless of the form or media in which the original and other copies may exist. All rights not specifically granted in this EULA are reserved by Pragma.

3. **EVALUATION LICENSE.** This Section applies to you if the Software is licensed to you for evaluation or demonstration purposes. You are permitted to use the Software for evaluation or demonstration purposes only. The Software may contain an automatic disabling mechanism. Your right to use the Software is limited in accordance with the terms under which you received

the Software. If no period of use is specified, then your right to use the Software shall terminate fourteen (14) days from receipt of the Software, at which time you must return or destroy the Software.

**4. LIMITED WARRANTY.** Pragma Systems MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR ITS QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. THE SOFTWARE IS LICENSED AND DELIVERED "AS IS". Pragma Systems warrants that the disk on which the product is recorded is free from defects in materials and workmanship under normal use and service for a period of thirty (30) days from the date of delivery as evidenced by a copy of the purchase receipt or invoice. Pragma Systems or its Dealers' entire liability and your exclusive remedy shall be replacement of the disk which is returned to Pragma Systems with a copy of your receipt or invoice. If failure of the disk has resulted from accident, abuse, or misapplication, then Pragma Systems shall have no responsibility to replace the disk.

Pragma Systems does not warrant that the Software is error free. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Pragma Systems NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF the Software BE LIABLE FOR ANY LOSS, INCLUDING TIME, MONEY, GOODWILL AND SPECIAL OR CONSEQUENTIAL OR DIRECT, INCIDENTAL OR INDIRECT DAMAGES, WHICH MAY ARISE FROM THE PRODUCT OR ITS USE, OPERATION OR MODIFICATION EVEN IF Pragma Systems HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(Some states do not allow the exclusion or limitation of implied warranties or limitations of liability, so the above limitation may not apply to you).

THE ABOVE ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, THAT ARE MADE BY Pragma Systems CONCERNING THIS SOFTWARE OR THE DOCUMENTATION. NO VERBAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Pragma Systems, ITS RESELLERS, DEALERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY OR ADD TO THIS WARRANTY.

**5. TERM AND TERMINATION.** This EULA is effective until terminated. You may terminate this EULA by uninstalling and returning the Software to Pragma along with all Documentation and original media. The licenses granted herein shall automatically terminate without notice if you fail to comply with any material provision of this EULA. In such event, you must immediately uninstall and return the Software, including all Documentation and original media, to Pragma. This shall not limit or affect any remedy available to Pragma for your breach of this EULA.

**6. EXPORT LAWS.** Regardless of any disclosure made by you to Pragma regarding an ultimate destination of the Software, you may not use or otherwise export or re-export the Pragma Software or documentation except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software or documentation may not be exported or re-exported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

7. **ASSIGNMENT.** You may not assign, sublicense or transfer this EULA, the Software, or any rights or obligations hereunder without prior written consent of Pragma. Any such attempted assignment, sublicense, or transfer will be null and void. Pragma may terminate this EULA in the event of any such attempted assignment, sublicense, or transfer.

8. **MISC.** This license is governed by the laws of the State of Texas. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in effect.

9. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Unpublished rights reserved under the copyright laws of the United States. Pragma Systems, Inc., 13809 Research Blvd., Suite 675, Austin, Texas 78750

10. **QUESTIONS ABOUT THE AGREEMENT.** If you have any questions concerning the terms of this Agreement, please write to:

Pragma Systems, Inc.,  
13809 Research Blvd., Suite 675,  
Austin, Texas 78750, USA  
Telephone: (512) 219-7270  
Fax: (512) 219-7110  
[www.pragmasys.com](http://www.pragmasys.com)  
[pragma@pragmasys.com](mailto:pragma@pragmasys.com)

Copyright (c) 1996 - 2011 Pragma Systems, Inc. All rights reserved.