



ArtfulBits
software company

ArtfulBits License Agreement

Software for Microsoft® SharePoint®

VERY IMPORTANT - READ CAREFULLY: This ArtfulBits Software License Agreement (hereinafter, this "LICENSE") is a legal agreement between you (either an individual or a single entity) and ArtfulBits, Inc. ("ArtfulBits"), for the software containing this LICENSE or products identified in the distribution package which contain computer software and associated media and printed materials, and may include "on-line" or electronic documentation (the "SOFTWARE") and for which the License-Key(s) are obtained through Artfulbits or its authorized distributor.

IT IS NECESSARY FOR YOU TO AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE BEFORE YOU ARE PERMITTED TO CONTINUE TO INSTALL THE SOFTWARE. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS ON LIABILITY AND TERMINATION PROVISIONS.

If you do not agree to the terms of this LICENSE please DO NOT INSTALL, COPY, OR OTHERWISE USE THE SOFTWARE. You will be entitled to a full refund of the amount paid for the SOFTWARE provided you return the unused SOFTWARE to the place from which you obtained it within thirty (30) days of the date of purchase.

I. OWNERSHIP; LICENSE GRANT.

This is a license agreement and NOT an agreement for sale. ArtfulBits continues to own the copy of the SOFTWARE contained in distribution package and all copies thereof. Your rights to the SOFTWARE are specified in this LICENSE, and ArtfulBits retains all rights not expressly granted to you in this LICENSE. ArtfulBits hereby grants to you, and you accept, a non-exclusive, non-transferable license to use, copy and modify the SOFTWARE only as authorized below.

ArtfulBits SOFTWARE provides services or functionality on a WSS v3.0 or MOSS2007 Site Collection/Farm, and allows single personal computers, terminals, handheld computers, pagers, telephones, personal digital assistants, and/or other electronic devices to access or use the SOFTWARE.

II. PERMITTED USES. This LICENSE grants you the following rights:

- a. **Installation.** You may install only one copy of SOFTWARE on a single WSS v3.0 or MOSS2007 Site Collection/Farm, irrespective of the number of servers within said Site Collection/Farm. Each copy of SOFTWARE requires its own Site Collection License/Farm License to run, and an additional Site Collection License/Farm License is required if you install another copy of the SOFTWARE on a different WSS v3.0 or MOSS 2007 Site Collection/Farm.
- b. **ArtfulBits Product Licensing Requirements.** The ArtfulBits software licensing model consists of two license types: Site Collection Licenses and Farm Licenses. Site Collection Licenses may only be applied to Site Collections, and Farm Licenses may only be applied to Farms. Once a full license has been applied, SOFTWARE will run without an expiration date. A Site Collection License/Farm License is generated from the Site Collection ID/Farm ID without any limitation of number of end-users in said Site Collection/Farm.
- c. **Reassignment of Site Collection License/Farm License.** Each Site Collection License/Farm License can only be applied to a Site Collection/Farm ONCE. Reassignment of previous Site Collection Licenses/Farm Licenses from one Site Collection/Farm to another is not possible if the Site Collection ID/Farm ID changes. However, more than one Site Collection License/Farm License can be assigned to a particular Site Collection/Farm. **On customer's request new license key may be provided thus in such case previously provided key will become invalid.**
- d. **SOFTWARE License Issuance Policy.** ArtfulBits will issue a license code only after all monies owed ArtfulBits have been paid in full and cleared by ArtfulBits's representative bank, and ArtfulBits has

received your Site Collection ID or Farm ID (depending on the type of license purchased). After confirmation that ArtfulBits has received payment in full and receipt of your Site Collection ID/Farm ID, ArtfulBits will issue you a unique license code for use on one site collection or farm.

- e. **Evaluation.** You may use the trial versions only for the limited purposes of demonstrations, trials and design time evaluations and running a product tour

- f. **Subscription License.**

The Subscription License ("SUBSCRIPTION") is built on top of the Site Collection/Farm License. You are further granted a previously issued license to all versions of the particular licensed Software released during the period of the subscription. SUBSCRIPTION grants: Bug Tracking System ("BTS") access; high priority feedback; access to the latest fixes and builds; live help in customization and issues solving; live interaction with developers team; and valid only for specified period, which originally is 1 year. At the end of the period, on customer request, SUBSCRIPTION can be prolonged for next year.

III. PROHIBITED USES. You may not, without the prior written permission of ArtfulBits:

- a. Disassemble, decompile or "unlock", decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of SOFTWARE provided in object code form only.
- b. Use, copy, modify, or merge copies of the SOFTWARE and any accompanying documents except as permitted in this LICENSE.
- c. Transfer, rent, lease, or sublicense the SOFTWARE.

IV. UPGRADES.

To use ArtfulBits SOFTWARE identified as an upgrade by ArtfulBits, you are required to be licensed for the ArtfulBits SOFTWARE identified by ArtfulBits as eligible for the upgrade. After upgrading, the SOFTWARE that formed the basis for your upgrade eligibility may no longer be used. The resulting upgraded SOFTWARE may be used only in accordance with the terms of this EULA.

V. REDISTRIBUTABLE COMPONENTS.

- a. In addition to the license and rights granted in Sections I and II, ArtfulBits grants you the following rights to use the provided SOFTWARE:

You may use the SOFTWARE to create your own components, as long as, it is NOT the basis for creating a product that provides the same, or substantially the same, functionality as any ArtfulBits product;

- b. In the event you develop any modifications, enhancements, derivative works and/or extensions to the SOFTWARE, either independently or jointly with ArtfulBits, such modifications, enhancements, derivative works and/or extensions and all rights associated therewith will be the exclusive property of ArtfulBits. You will not grant, either expressly or impliedly, any rights, title, interest, or licenses to any such modifications, enhancements, derivative works and/or extensions to any third party. You will, however, be entitled to use such modifications, enhancements, derivative works and/or extensions under the terms set forth in this agreement. You hereby assign all right, title and interest in and to such modifications, enhancements, derivative works and/or extensions to the SOFTWARE to ArtfulBits. You also agree to execute, acknowledge and deliver to ArtfulBits all documents and do

all things ArtfulBits deems necessary or desirable, at no cost to but at ArtfulBits' expense, to enable ArtfulBits to obtain and secure such modifications, enhancements, derivative works and/or extensions anywhere in the World. You agree to secure all necessary rights and obligations from relevant employees, or third parties in order to satisfy the above obligations.

- c. In addition to the other requirements set forth in this Section IV, you hereby agree to indemnify, hold harmless, and defend ArtfulBits from and against any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising from or related to any claim, action, proceeding or allegation that arises or results, either directly or indirectly, from the use and distribution of any of your software application product(s) or components.

VI. ACADEMIC LICENSE ELIGIBILITY REQUIREMENTS.

ArtfulBits, Inc. offers qualified Educational Institutions or Organizations and eligible Academic End Users the ability to buy educational licenses of ArtfulBits products for educational instruction purposes. Educational versions of ArtfulBits products cannot be used for any commercial purpose. Programs and prices are subject to change without notice. Please contact us for eligibility requirements or if you have any other questions about the ArtfulBits Education Program, e-mail us at: academics@artfulbits.com

VII. COPYRIGHT.

ArtfulBits reserves all rights not expressly granted to you in this License Agreement. All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animation, video, audio, music, text and "applets" incorporated into the SOFTWARE) are owned by ArtfulBits or its suppliers. The SOFTWARE is protected by international copyright laws and treaty provisions. All rights are reserved worldwide. You must treat the SOFTWARE like any other copyrighted material, except that you may, in addition to the copies permitted in this LICENSE, make one copy of the SOFTWARE solely for backup or archival purposes. No part of the accompanying printed materials may be reproduced, transmitted, transcribed, stored in any retrieval system, or translated into any language by any means without the express prior written permission of ArtfulBits. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS, INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE, AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

VIII. TERMINATION.

This LICENSE and your right to use the SOFTWARE will terminate immediately without notice from ArtfulBits if you fail to comply with the terms and conditions of this LICENSE. Upon termination, you agree to destroy the SOFTWARE, including all accompanying documents and copies. This is in addition to and not in lieu of any criminal, civil or other remedies available to ArtfulBits. ArtfulBits credit policy will apply. ArtfulBits credit policy is available upon request.

IX. CONFIDENTIALITY.

You acknowledge that the SOFTWARE and any source code provided to you pursuant to this LICENSE, as well as any modification, enhancement, derivative work and/or extension thereto includes valuable trade secrets of ArtfulBits. You agree to maintain in confidence the ArtfulBits Source Code (in source code form), and any modification, enhancement, derivative work and/or extension thereto, by using at least the same physical and other security measures as you use for your own confidential technical information and documentation, but in no event less than a commercially reasonable standard of care. You further agree not to disclose the ArtfulBits Source Code (in source code form), or any aspect thereof, or any modification, enhancement, derivative work and/or extension thereto, or any aspect thereof, to anyone other than employees or contractors who have a need to know or obtain access to such information in order to support your authorized use of the SOFTWARE and who are bound to protect such information against any other use or

disclosure. You agree to assume full responsibility for such employees' or contractors' use, or misuse, of such disclosed source code as if it was your use. These obligations shall not apply to any information generally available to the public, independently developed or obtained without reliance on ArtfulBits' information, or approved in writing for release by ArtfulBits without restriction.

X. LIMITED WARRANTY.

- a. Except with respect to REDISTRIBUTABLES and source code, which are provided "AS IS," without warranty of any kind, ArtfulBits warrants that the SOFTWARE will perform substantially in accordance with the accompanying materials for a period of thirty (30) days from the date of receipt. ArtfulBits does not warranty that the SOFTWARE will be error-free. SOURCE CODE IS LICENSED "AS IS". ARTFULBITS DOES NOT PROVIDE ANY TECHNICAL SUPPORT FOR SOURCE CODE.
- b. ArtfulBits' and its suppliers' entire liability, in contract, tort or otherwise, and your exclusive remedy, shall be, at ArtfulBits' option, either (a) return of the purchase price paid, or (b) repair or replacement of the defective SOFTWARE. SOFTWARE purchased other than directly from ArtfulBits shall be returned to the place it was purchased. This limited warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original thirty (30) day period.
- c. C. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION IX, ARTFULBITS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE.

XI. LIMITATION OF LIABILITIES.

ArtfulBits' liability, whether in contract, tort, or otherwise, arising out of Licensee's use of, or in connection with, the SOFTWARE, or otherwise under this Agreement, shall not exceed the amount of the license fee paid by you to ArtfulBits. IN NO EVENT SHALL ARTFULBITS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ARTFULBITS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.