

Copyright 2013-2021 Zumero LLC

All Rights Reserved

Zumero for SQL Server Development License Agreement

IMPORTANT - READ CAREFULLY.

This Development License Agreement (“Agreement”) is a legal agreement between you (either an individual or a single entity) and Zumero LLC (“Zumero”) for the software product identified above which includes computer software (together with any updates or upgrades provided to you by Zumero) and online or electronic documentation and may include associated media and printed materials (“Software”). By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use the Software.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

The Software is licensed, not sold.

1. GRANT OF DEVELOPMENT LICENSE

Zumero grants to you a limited, non-transferable, non-exclusive right to install and use up to three copies of the Software as follows:

- a. The Software is licensed for use for one year from the date of purchase.
- b. Use of the Software is limited to development and testing purposes only and the Software cannot be used in production deployments.
- c. You will have access to updates of the Software and development technical support by email and phone as part of your paid licensing fee.
- d. Upon completion of the annual license period, this Agreement will be automatically renewed for another year upon receipt of payment of the annual licensing fee by Zumero.
- e. If you choose not to renew this Agreement at the end of the annual license period, then this Agreement will be terminated and you must cease use of the Software immediately.

f. Zumero reserves all rights not expressly granted to you.

2. COPYRIGHT

All rights, title, and copyrights in and to the Software (including, but not limited to, any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software) and any copies of the Software are owned by Zumero LLC or its suppliers. The Software is protected by copyright laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material, except that you may make one copy of the Software solely for backup or archival purposes. You may not copy the printed materials accompanying the Software.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

a. Except as expressly stated herein, you may not modify, adapt, reverse engineer, decompile, disassemble, rent, lease, transfer, sublicense, sell, assign or distribute the Software or any part thereof.

b. Without prejudice to any other rights, Zumero may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In such event, you must cease use of the Software and destroy all copies of the Software and all of its component parts.

4. EXPORT RESTRICTIONS

You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit (a) the Software or related documentation and technical data, or (b) application, or process, or service that is the direct product of the Software to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

5. 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.

6. INDEMNIFICATION

You shall defend, indemnify and hold harmless Zumero, its officers, directors and employees, from and against any claims, suits, proceedings or threats thereof and any losses, damages, fines, expenses (including but not limited to attorneys' fees and costs), judgments, awards, or other liabilities or damages (a) arising out of or relating to any claims that your use or distribution of the Software in conjunction with any Licensee Application infringes, violates or misappropriates any IPR of any third party, or (b) resulting from any breach of this Agreement by you.

7. GENERAL

a. This Agreement is governed by the laws of the State of Illinois. Should you have any questions concerning this Agreement, or if you desire to contact Zumero for any reason, please access our website at <http://www.zumero.com> or contact us at support@zumero.com.

b. NO WARRANTIES. To the maximum extent permitted by applicable law, Zumero expressly disclaims any warranty for the Software. The Software and any related documentation are provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. The entire risk arising out of use or performance of the Software remains with you.

c. LIMITATION OF LIABILITY. Zumero's entire liability and your exclusive remedy under this Agreement shall not exceed five dollars (US \$5.00).

d. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall Zumero or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profit, 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 Zumero has been advised of the possibility of such damages.

e. MODIFICATION. This Agreement may not be modified except in a writing duly signed by you and an authorized representative of Zumero.

f. NO ASSIGNMENT. Your rights and obligations under this Agreement shall not be assignable, delegable, sub-licensable or otherwise transferable,

whether voluntarily, by operation of law or otherwise, without Zumero's prior written approval. Zumero may freely assign this Agreement and/or its rights and obligations hereunder.

g. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and shall remain in full force and effect.

h. NOTICES. Any notices shall be in writing and in the English language and will be deemed to have been given if delivered personally or mailed by registered air mail postage prepaid to the respective addresses of each party.

i. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement and merges and supersedes all prior and contemporaneous agreements and understandings between the parties, whether oral or written, with respect to the subject matter of this Agreement.

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2012 NATIVE CLIENT

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS. You may install and use any number of copies of the software on your devices to design, develop and test your programs.
2. INCLUDED MICROSOFT PROGRAMS. The software includes other Microsoft programs listed at <http://go.microsoft.com/fwlink/?LinkID=231864>, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.
3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
 - a. Distributable Code.
 - i. Right to Use and Distribute. If you comply with the terms below:
 - You may copy and distribute the object code form of the software ("Distributable Code") in programs you develop; and
 - You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - ii. Distribution Requirements. For any Distributable Code you distribute, you must
 - add significant primary functionality to it in your programs;
 - for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
 - distribute Distributable Code included in a setup program only as part of that setup program without modification;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and

- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the Distributable Code;

- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;

- distribute Distributable Code to run on a platform other than the Windows platform;

- include Distributable Code in malicious, deceptive or unlawful programs; or

- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that

- the code be disclosed or distributed in source code form; or

- others have the right to modify it.

4. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;

- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- publish the software for others to copy;
- rent, lease or lend the software;
- transfer the software or this agreement to any third party; or
- use the software for commercial software hosting services.

5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

6. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

7. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting

8. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.

9. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

10. **APPLICABLE LAW.**

a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

11. **LEGAL EFFECT.** This agreement describes certain legal rights. You may

have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

12. **DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

13. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES. This limitation applies to**

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.