



FairCom®

c-tree Plus® V7 EZ Production Deployment Amendment

c-tree Plus
V7.11

CAREFULLY READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS PRODUCTION DEPLOYMENT LICENSE AMENDMENT ("Amendment") to the c-tree Plus® V7 Development Agreement ("Agreement") BEFORE DISTRIBUTING, DEPLOYING, OR USING an Application developed with the Software in a production environment by executing and sending this Amendment to FairCom as set forth below. This Amendment governs the Deployment and use of Stand Alone and the Client Side portions of client/server Applications developed using c-tree Plus V7.11. c-tree Server, Custom Server, Bound Server, FairCom® ODBC Driver and FairCom Crystal Reports™ Driver duplication and distribution terms are not covered herein, but may be secured via a separate agreement by contacting FairCom.

This Amendment and the Agreement are legally binding and enforceable contracts between the FairCom Corporation ("FairCom") and you (hereinafter collectively referred to as "Licensee"), which is you personally, if you are acting on your own behalf, or an entity which is the organization, corporation, or other party on whose behalf you are acting. Terms used herein have the same meaning as set forth in the Agreement.

Definitions:

Note that all capitalized terms referenced in this Amendment that are not explicitly defined herein, are defined in the Agreement.

1. **"Anniversary Year"** shall refer to the twelve consecutive calendar months following the execution of this Amendment, and each consecutive twelve calendar month period thereafter.
2. **"Client Side"** shall refer to the portion of the c-tree Plus software that allows an Application to communicate with the c-tree Server Technology.
3. **"Deploy" or "Deployment"** shall refer to any non-development use, Deployment, delivery or shipment of an Application using c-tree Plus, including all commercial and internal uses.
4. **"Stand Alone"** shall refer to the c-tree Plus stand alone single user and multi-user operational models which do not require the c-tree Server Technology.

License:

1. **Application Deployment.** Licensee has the right to use, reproduce and distribute Applications which contain the c-tree Plus Stand Alone and Client Side technology, provided that Licensee is in strict compliance with the terms, conditions and limitations of the c-tree Plus® V7 Development Agreement and this Amendment, including the following:

Client Side Deployment

- a) Licensee hereby agrees any Application using the c-tree Plus Client Side technology may only be utilized with a commercially licensed c-tree Server Technology binary executable file and Deployed according to Section 6a herein; and

Standalone Deployment

- b) Licensee hereby agrees to compensate FairCom for each Deployment of each and every Application using the c-tree Plus Stand Alone Technology according to the per-executable distribution fees set forth in Section 6b herein; and

All Deployment

- c) the Application is distributed in binary executable or non-linkable shared object (e.g. dynamic link libraries (.dll) and dynamic shared libraries (.so), excluding any form of linkable object or linkable library) form only; and
- d) Licensee hereby agrees the Application is not being rented, leased or shared including Deployment or use through an Application Services Provider (ASP) model, without first securing an ASP Deployment Waiver from FairCom; and
- e) as set forth in the Agreement, the Application using the Software is not, and cannot be used to develop or build a General Purpose database or file handler; an Application Development System (unless the Application, and any application which may be created with the Application Development system, is specifically dependent upon the c-tree Server Technology); an operating system; a file system; a computer language compiler or interpreter; a generic communications utility; or General Purpose interfaces such as ODBC, OLE DB, or JDBC interfaces; and
- f) the media containing the Application shall display Licensee's copyright notice; and

- g) Licensee shall display the FairCom circular disk logo (found on FairCom's web page) displayed below, or the following copyright and trademark notice:



Portions copyright 1992-2001 FairCom Corporation. "FairCom" and "c-tree Plus" are trademarks of FairCom Corporation and are registered in the United States and other countries. All Rights Reserved;

on one (1) of the following locations:

- i) the title page or page of any printed or electronic documentation which contains other product copyright notices; or
 - ii) on the application start-up screen; or
 - iii) in the application About Box; or
 - iv) on the media containing the Application using the Software.
2. **Affirmation.** Licensee hereby acknowledges all of the terms, conditions and limitations set forth in the Agreement and in this Amendment. The terms, conditions and limitations of the Agreement shall remain in full force and effect as if more fully set forth herein. In case of conflict, this Amendment shall govern the Agreement.
 3. **Export Restrictions.** Licensee may not export or reexport the Software or any Application or file created with the Software 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 any Application or file created with the Software may not be exported or reexported into Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other U.S. embargoed country or 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.
 4. **Entire Agreement.** This Amendment and the Agreement constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any and all prior or contemporaneous oral or written agreements, understandings, representations or communications between the parties.
 5. **Deployment Notification.** As part of this Amendment, you are required to complete and send the deployment notification information on page two of this Amendment to FairCom prior to the initial Deployment or use of **each** Application using the Software. Therefore, Licensee shall submit a photocopy of page two of this Amendment for each Application utilizing the Software.
Please include proof that you are displaying the FairCom logo or trademark notice by including one of the following:

- A copy of the title page of your documentation; or
- A screen shot of the Application's start-up screen; or
- A screen shot of the Application's About box; or
- A copy of your distribution media.

6. **Application Distribution.**

6a. **Client Side Distribution.** This Amendment grants Licensee the royalty-free right to Deploy Client Side technology for use with commercially licensed editions of the c-tree Server Technology.

6b. **Stand Alone Application Distribution Fees.** Annual distribution fees for Stand Alone application Deployment or use are based on the number of executables Licensee will Deploy each year.

Important: FairCom recognizes that the Software is implemented in a wide variety of Applications and markets where determining the total number of executables Deployed is not feasible. If Licensee is unable to confirm the number of executables Deployed, Licensee must either pay the distribution fee for unlimited annual Deployment or contact FairCom to pursue alternative licensing models.

The distribution fees are shown in the table below. Licensee's payment of the appropriate distribution fees to FairCom gives Licensee the right to Deploy the selected number of executables during the upcoming Anniversary Year.

If at any time during the Anniversary Year Licensee desires to Deploy executables in excess of the quantity selected at the beginning of the Anniversary Year, Licensee shall immediately compensate FairCom for the difference between the range purchased and the desired range. Any

quantity purchased but not Deployed before the conclusion of the Anniversary Year shall expire and not be available for future Deployment. Licensee may combine executable counts for ALL Application Deployment during the given Anniversary Year. However, note that the option for unlimited Deployment is for a single application. Demonstration and evaluation copies of the Application that are Deployed will not be counted toward the total number of executables allowed under this license.

7. **Amendment Execution.** To complete the execution of this Amendment, Licensee:

- 1) shall complete the information contained on page 2 of this Amendment; and
- 2) shall provide proof of Licensee compliance with Section 1 (g); and
- 3) shall compensate FairCom for any Stand Alone Application Deployment for the Anniversary Year according to Section 6 herein, if applicable. FairCom will return a letter acknowledging receipt and authorizing the selected level of Stand Alone Deployment; and
- 4) shall sign this Amendment and shall send all pages to:

FairCom Corporation
Contract Department
2100 Forum Blvd, Suite C
Columbia, MO 65203 USA
PRIOR to any initial Deployment of each Application.

IN WITNESS WHEREOF, Licensee has caused this Amendment to be executed by its duly authorized representative as follows:

(signature of Licensee's authorized representative)

(printed name and title of Licensee's authorized representative)

(date)

(company name)

(address)

(city, state, zip/postal code, country)

(phone #)

(Application name)

(What is the application's purpose)

What FairCom operational model(s) are you using:

- Client/Server Bound Server Custom Server
- Stand Alone single user Stand Alone multi-user

Stand Alone Distribution Fees

<input checked="" type="checkbox"/> Executable Range	Distribution Fee
Up to 50	Included with annual maintenance
Up to 250	\$1,500.00
Up to 2,500	\$5,000.00
Unlimited annual Deployment	\$15,000.00 (per application)
Other Quantities	Call us with your special needs!

Please include a company check payable to "FairCom". If you have any questions or later wish to upgrade to a higher user count, please reference the serial number affixed below.

Is this Application being developed for internal use only? Yes No

For what operating systems(s) are you developing this Application?
(check all that apply)

- Windows Linux Mac
- Novell LynuxWorks QNX
- AIX FreeBSD HP UX
- SGI Solaris Tru64
- Other _____

Thank you for purchasing this FairCom product and for complying with the license requirements! If you should have any questions or concerns, please contact us. We are here to help!