



FairCom®

c-tree Plus® V7 Development License Agreement

c-tree Plus
V7.11

CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (“Agreement”) BEFORE OPENING THE ACCOMPANYING FAIRCOM MEDIA PACKAGE(S) OR DOWNLOADING THE SOFTWARE. This Agreement is a development license and defines the terms and conditions that govern this software’s use, and also defines its use as “for development purposes only”. This Agreement does NOT address the terms and conditions under which a licensee may use or deploy the results of development. See the c-tree Plus® V7 EZ Production Deployment Amendment for production use and/or deployment terms and conditions. This Agreement governs the development use of the following FairCom software:

- the c-tree Plus® V7.11 (“c-tree Plus”); and
- the c-tree® Server Software Development Kit (“Server SDK”) included within c-tree Plus; and
- the (“Custom Server”) and (“Bound Server”) executables created using the Server SDK; and
- the development editions of the c-tree Server (“Development Servers”); and
- the development editions of the FairCom® ODBC and Crystal Reports™ Drivers (“Development Drivers”);

collectively referred to herein as “Software” which includes all accompanying source code, object code, binary executable files, documentation, sample/utility programs and media. Opening the FairCom media package(s) or downloading the Software indicates your conclusive acceptance of all the terms and conditions of this Agreement. If you do not agree with any term, condition or restriction of this Agreement, promptly return the unopened media package(s) and all items accompanying the package(s) to your supplier or do NOT download the Software. This is a legally binding and enforceable Agreement 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.

Definitions:

The following definitions are used throughout this Agreement and should be used in context with the section in which they are specifically referenced:

1. **“Application”** shall mean any derivative work created by Licensee using the Software and distributed in binary executable form according to the terms and conditions herein.
2. **“Application Development System”** shall mean any computer software that is marketed as a development tool to software developers, or is distributed in the form of an API that either directly or indirectly utilizes the c-tree Plus API.
3. **“API”** shall mean Application Programmer Interface.
4. **“c-tree Server Technology”** shall refer to production editions of the Bound Servers, Custom Servers and c-tree Servers that are licensed for commercial or production use.
5. **“General Purpose”** specifically refers to the ability for Application users to create and/or modify the record schema configurations of any underlying c-tree Plus file at run-time, or to modify the virtual schema representation of data at run-time, even when the virtual modification does not involve a change to the underlying c-tree Plus file’s schema definition.
6. **“Programmer”** shall mean any one who is linking with a c-tree Plus library or who is writing software that instigates, either directly or indirectly, any c-tree Plus functionality. A direct reference to the c-tree Plus API instigates c-tree Plus functionality when the software author codes specific c-tree Plus API function calls into an application. An indirect reference that instigates c-tree plus functionality is when the software author codes any form of logic that instigates any c-tree functionality through a custom interface. Indirect calls are typically seen when a Licensee authors a software layer on top of c-tree Plus, providing a custom API.
7. **“Proprietary Information”** means the Software source code, object code, binary executable files, inventions, algorithms, mathematical constraints, know-how and ideas embodied in the Software received by Licensee from FairCom or from any third party under obligation with FairCom to maintain such information as confidential.

License:

1. **Grant of License.** Subject to all of the terms, conditions and limitations set forth herein, FairCom grants Licensee the non-exclusive right for one (1) Programmer to register and use the Software to:
 - develop computer software Applications using c-tree Plus; and
 - develop Custom Servers or Bound Servers using the Server SDK; and
 - use the Development Servers, Custom Servers, Bound Servers and Development Drivers for development and testing purposes only (see the c-tree Plus® V7 EZ Production Deployment Amendment for production use and/or deployment terms and conditions).

The Software is distributed subject to limited disclosure only and this Agreement does not permit the Licensee, Programmer, or any other party, to:

- a) disassemble, decompile, or reverse engineer the Software or translate the Software to another computer language; or
- b) modify the copyright and/or statements of confidentiality

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- c) distribute the Software in source, linkable object, or linkable library form.
2. **Software Restrictions.** This Agreement specifically restricts the nature of Applications that may be developed using the Software and therefore specifically restricts the use of the Software. Therefore, unless you are otherwise authorized by an additional license grant from FairCom, this Agreement does not permit the licensee, or any other party, to:
 - a) use the Software to develop an Application or an Application module that acts as 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; nor to
 - b) use the Software to develop an Application or an Application module that acts as, is a part of, or is an add-on to an operating system; a file system; a computer language compiler or interpreter; a generic communications utility; nor to
 - c) use the Software to develop an Application or an Application module that provides any “General Purpose” database or file handling capabilities, or General Purpose interfaces, for example, ODBC, OLE DB, or JDBC interfaces; nor to
 - d) use c-tree Plus, including the stand-alone single-user configuration, in any application that **acts as a server** that: 1) is not specifically dependent upon the c-tree Server Technology; and 2) uses c-tree Plus with or underneath a multi-threaded and/or multi-user layer supporting multiple users or processes; nor to
 - e) use c-tree Plus, including any stand-alone model, in any application that uses an inter-process or network communication layer for the purpose of **acting as a server** and is not specifically dependent upon the c-tree Server Technology.
3. **Application Distribution.** This is a development license only. Licensee does not have the right to distribute, deploy or use an Application in a production setting until executing a c-tree Plus® V7 EZ Production Deployment Amendment.
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- a) the Government acknowledges FairCom's representation that the Software is "restricted computer software" as that term is defined in Section 27.401 of the Federal Acquisition Regulations and is "commercial computer software" as that term is defined in Section 227.401(1) of the Department of Defense Federal Acquisition Regulation Supplement ("DFARS"); and
- b) the Government agrees that if the Software is supplied to the Department of Defense, the Government is acquiring no more than the minimum restricted rights in the Software as the term "restricted rights" is defined in Subparagraph (a)(17) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and the Government agrees that the Software is marked as follows: RESTRICTED RIGHTS LEGEND. Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraphs (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. FairCom® Corporation 2100 Forum Blvd., Suite C, Columbia, Missouri 65203-5456.
- c) the Government agrees that if the Software is supplied to any unit or agency of the Government other than the Department of Defense, the Government's rights in the Software shall be no more than those rights set forth in Subparagraphs (c)(1) and (c)(2) of the Commercial Computer Software - Restricted Rights, at 48CFR52.227-19, and the Government agrees that the Software is marked as follows: This is an unpublished work and is subject to limited distribution and restricted disclosure only. All Rights Reserved.
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16. **Governing Law.** This Agreement is deemed to have been executed and entered into in Boone County, Missouri, and shall be construed in accordance with the laws of the State of Missouri. Any dispute concerning or arising out of this Agreement shall be commenced and prosecuted in the appropriate forum or court located in Boone County, Missouri, and Licensee hereby consents to personal jurisdiction in such forum or court.
17. **Access.** Licensee agrees and authorizes FairCom, or its authorized representative, access to any location where the Software is being used in order to verify that Licensee's use of the Software complies with all of the terms, conditions and limitations in this Agreement.
18. **Severability.** Should a court of competent jurisdiction judge any provision of this Agreement invalid, void or unenforceable, such judgment shall not affect the validity of any other section, term, condition or limitation set forth herein.
19. **Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or right herein will operate as a waiver thereof, nor will any single or partial exercise of any right or power herein preclude further exercise of any right herein.
20. **Entire Agreement.** This Agreement and any applicable amendments constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements, understandings, representations or communications between the parties.
21. **Survival of Obligations.** All of Licensee's obligations and responsibilities under this Agreement shall survive its termination for any reason (including any subsequent amendments hereto).