Event 1 Software

Office Connector Starter for Sage Timberline Office

END USER LICENSE AGREEMENT

(United States)

NOTICE TO END USER: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE SOFTWARE AND THE ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS AND CONTAINERS) TO THE LOCATION WHERE YOU OBTAINED THEM FOR A FULL REFUND.

- 1. <u>License</u>. The term "Software" includes all Event 1 Software, Inc. ("E1S") and third party ("Supplier") software provided with this License, and includes any accompanying documentation ("Documentation"). The term Software also includes any updates of the Software provided to you by E1S at its option. Subject to the terms of this Agreement, E1S grants to you, and you accept, a personal, non-exclusive, and nontransferable (except as set forth in Section 3) license to use the object code version of the Software in accordance with the Documentation ("License"). You may use the Software only on a single central processing unit or on a single server at a time. You may make two (2) copies of the Software for backup or archival purposes only, so long as E1S's and its Suppliers' copyright notices are reproduced on such copies.
- 2. <u>Support Services</u>. To obtain assistance from E1S with installation of the Software and initial database connection, you may purchase support from E1S at the time of ordering the Software. Such support shall be available only if the Software is used in accordance with the Documentation and with compatible computer hardware and operating systems. Additional support services are available on a case-by-case basis at a per hour charge billed in 10th-hour increments.

3. Limitations on Use.

- a. You may not copy, rent, lease, sell, sublicense, assign, loan, time-share or otherwise transfer or distribute copies of the Software or Documentation except as set forth in this Agreement. You may physically transfer the Software from one computer to another provided that you do not retain any copies of the Software, including any copies stored on a computer. You may permanently transfer this License to another user, but only if you transfer or destroy all copies of the Software, and the recipient agrees in writing to be bound by all of the terms of this Agreement.
- b. You agree that you will not decompile, disassemble, or otherwise reverse engineer the Software, and you will use your best efforts to prevent your employees and contractors from doing so, except to the extent that such restriction is expressly prohibited by applicable law. You may not modify, adapt, create a derivative work, merge, or translate the Software without the prior written consent of E1S.
- c. Specific Suppliers may be identified in the Documentation. You agree to any additional terms and conditions specific to particular Suppliers, as described in the Documentation. Such additional terms and conditions are incorporated herein by reference.
- 4. <u>Intellectual Property Rights</u>. You acknowledge that E1S or its Suppliers retain exclusive ownership of all copyrights, trademarks, patents, and other intellectual property rights in the Software. You are not granted any rights in the Software other than those expressly set forth in Section 1.
- 5. <u>Term and Termination</u>. The term of this License is for the duration of any copyright in the Software, except that (1) this License automatically terminates if you fail to comply with any of the terms and conditions of this Agreement, and (2) you may terminate this License at any time by destroying the Software and any permitted copies. You agree that, upon termination as set forth in subsection (1) above, you will either destroy (or permanently erase) all copies of the Software, or return the original Software to E1S. Under no conditions does termination of this License entitle you to a refund, in whole or in part, of any amount you paid for the Software.
- 6. <u>Limited Warranty and Limited Remedy</u>. E1S warrants to the original end user only that the Software as delivered at the time of purchase will substantially conform to the Documentation, and that the original Software is free from defects in material and workmanship, under normal use, for a period of sixty (60) days from the original end user's purchase thereof, provided the Software is used in accordance with the Documentation and with compatible computer hardware and operating systems. This limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. E1S's entire liability, and your sole and exclusive remedy shall be, at E1S's option, either to (1) correct or help you work around or avoid a reproducible Error, (2) replace defective media or Documentation, or (3) authorize a refund, so long as the Software is returned with a copy of your receipt within sixty (60) days of your date of purchase together with a brief written statement describing the alleged Error. As used herein, "Error" means a reproducible defect in the Software that causes it not to perform substantially in accordance with the limited warranty set forth above. Any replacement Software will be warranted for the remainder of the original warranty period only.
- 7. No Liability of Suppliers. You acknowledge that your rights under this Agreement, in the nature of warranty or otherwise, are solely

against E1S. NO SUPPLIER MAKES ANY WARRANTY, ASSUMES ANY LIABILITY, OR UNDERTAKES TO FURNISH TO YOU ANY SUPPORT OR INFORMATION CONCERNING THE SOFTWARE OR ANY PORTION OF THE SOFTWARE. You hereby release all Suppliers from any claims, damages, or losses arising from the use of the Software, regardless of the form of action.

- 8. <u>Disclaimer of Warranties</u>. EXCEPT AS SPECIFICALLY PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. ALL OTHER WARRANTIES ARE DISCLAIMED, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SOFTWARE'S FUNCTIONS WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. If a disclaimer of implied warranties is not permitted by law, the duration of any such implied warranty is limited to sixty (60) days from the date of purchase by the original end user. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so such limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction. You acknowledge and agree that each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is part of the consideration of this Agreement.
- 9. <u>Liability Exclusions and Limitations</u>. IN NO EVENT SHALL E1S BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR INTERRUPTION OF BUSINESS), OR FOR LEGAL FEES, ARISING OUT OF THE USE OF THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF E1S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL E1S's AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE. This limitation shall apply notwithstanding any failure or inability to provide the limited remedies set forth above. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply to you.
- 10. **Proprietary Rights Contracts with Certain U.S. Government Agencies.** If the Software is acquired under the terms of a Department of Defense or civilian agency contract, the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) of the DoD FAR Supplement and its successors. All U.S. Government end users acquire the Software with only those rights set forth in this Agreement.
- 11. **Export Restrictions.** You acknowledge that the laws and regulations of the United States restrict the export and re-export of certain commodities and technical data of United States origin, including the Software, in any medium. You agree that you will not knowingly, without prior authorization if required, export or re-export the Software in any medium without the appropriate United States and foreign government licenses.
- 12. <u>Severability and Survival of Provisions</u>. If any provision of this Agreement is unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid in whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decisions. The provisions of Sections 3 through 14 shall survive the termination of this Agreement.
- 13. <u>Attorney Fees.</u> If any proceeding, action, or claim is instituted to enforce or interpret any of the terms or conditions of this Agreement, the prevailing party shall recover from the party not prevailing, in addition to any other rights and remedies it may have, such sums as any arbitration panel or court finds reasonable as attorney fees and costs in arbitration, at trial, or on appeal.
- 14. General. This Agreement is the entire agreement between you and E1S relative to the Software, and supersedes all prior written statements, proposals, or agreements relative to its subject matter. Only a writing executed by an authorized representative of each party hereto may modify it. No E1S dealer or sales representative is authorized to make any modifications, extensions, or additions to this Agreement. This Agreement is governed by the laws of the State of Oregon without application of its conflicts of law principles. Exclusive jurisdiction and venue over all controversies in connection herewith shall lie with the Circuit Court of the State of Oregon, County of Multnomah. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

If you have any questions, write or call E1S: 3305 Main Street, Suite 303, Vancouver, WA 98663; (360) 567-3752; fax (360) 567-3756 or www.event1software.com.

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

(Canada)

NOTICE TO END USER: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE SOFTWARE AND THE ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS AND CONTAINERS) TO THE LOCATION WHERE YOU OBTAINED THEM FOR A FULL REFUND.

- 1. <u>License</u>. The term "Software" includes all Event 1 Software, Inc. ("E1S") and third party ("Supplier") software provided with this License, and includes any accompanying documentation ("Documentation"). The term Software also includes any updates of the Software provided to you by E1S at its option. Subject to the terms of this Agreement, E1S grants to you, and you accept, a personal, non-exclusive, and nontransferable (except as set forth in Section 3) license to use the object code version of the Software in accordance with the Documentation ("License"). You may use the Software only on a single central processing unit or on a single server at a time. You may make two (2) copies of the Software for backup or archival purposes only, so long as E1S's and its Suppliers' copyright notices are reproduced on such copies.
- 2. <u>Support Services</u>. To obtain assistance from E1S with installation of the Software and initial database connection, you may purchase support from E1S at the time of ordering the Software. Such support shall be available only if the Software is used in accordance with the Documentation and with compatible computer hardware and operating systems. Additional support services are available on a case-by-case basis at a per hour charge billed in 10th-hour increments.

3. Limitations on Use.

- a. You may not copy, rent, lease, sell, sublicense, assign, loan, time-share or otherwise transfer or distribute copies of the Software or Documentation except as set forth in this Agreement. You may physically transfer the Software from one computer to another provided that you do not retain any copies of the Software, including any copies stored on a computer. You may permanently transfer this License to another user, but only if you transfer or destroy all copies of the Software, and the recipient agrees in writing to be bound by all of the terms of this Agreement.
- b. You agree that you will not decompile, disassemble, or otherwise reverse engineer the Software, and you will use your best efforts to prevent your employees and contractors from doing so, except to the extent that such restriction is expressly prohibited by applicable law. You may not modify, adapt, create a derivative work, merge, or translate the Software without the prior written consent of E1S.
- c. Specific Suppliers may be identified in the Documentation. You agree to any additional terms and conditions specific to particular Suppliers, as described in the Documentation. Such additional terms and conditions are incorporated herein by reference.
- 4. <u>Intellectual Property Rights.</u> You acknowledge that E1S or its Suppliers retain exclusive ownership of all copyrights, trademarks, patents, and other intellectual property rights in the Software. You are not granted any rights in the Software other than those expressly set forth in Section 1.
- 5. <u>Term and Termination</u>. The term of this License is for the duration of any copyright in the Software, except that (1) this License automatically terminates if you fail to comply with any of the terms and conditions of this Agreement, and (2) you may terminate this License at any time by destroying the Software and any permitted copies. You agree that, upon termination as set forth in subsection (1) above, you will either destroy (or permanently erase) all copies of the Software, or return the original Software to E1S. Under no conditions does termination of this License entitle you to a refund, in whole or in part, of any amount you paid for the Software.
- 6. <u>Limited Warranty and Limited Remedy</u>. E1S warrants to the original end user only that the Software as delivered at the time of purchase will substantially conform to the Documentation, and that the original Software is free from defects in material and workmanship, under normal use, for a period of sixty (60) days from the original end user's purchase thereof, provided the Software is used in accordance with the Documentation and with compatible computer hardware and operating systems. This limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. E1S's entire liability, and your sole and exclusive remedy shall be, at E1S's option, either to (1) correct or help you work around or avoid a reproducible Error, (2) replace defective media or Documentation, or (3) authorize a refund, so long as the Software is returned with a copy of your receipt within sixty (60) days of your date of purchase together with a brief written statement describing the alleged Error. As used herein, "Error" means a reproducible defect in the Software that causes it not to perform substantially in accordance with the limited warranty set forth above. Any replacement Software will be warranted for the remainder of the original warranty period only.
- 7. <u>No Liability of Suppliers</u>. You acknowledge that your rights under this Agreement, in the nature of warranty or otherwise, are solely against E1S. NO SUPPLIER MAKES ANY WARRANTY, ASSUMES ANY LIABILITY, OR UNDERTAKES TO FURNISH TO YOU ANY SUPPORT OR INFORMATION CONCERNING THE SOFTWARE OR ANY PORTION OF THE SOFTWARE. You hereby release all Suppliers from any claims, damages, or losses arising from the use of the Software, regardless of the form of action.
- 8. <u>Disclaimer of Warranties.</u> EXCEPT AS SPECIFICALLY PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. ALL OTHER WARRANTIES ARE DISCLAIMED, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SOFTWARE'S FUNCTIONS WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. If a disclaimer of implied warranties is not permitted by law, the duration of any such implied warranty is limited to sixty (60) days from the date of purchase by the original end user. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so such limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction. You acknowledge and agree that each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is part of the consideration of this Agreement.

- 9. <u>Liability Exclusions and Limitations.</u> IN NO EVENT SHALL E1S BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR INTERRUPTION OF BUSINESS), OR FOR LEGAL FEES, ARISING OUT OF THE USE OF THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF E1S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL E1S's AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE. This limitation shall apply notwithstanding any failure or inability to provide the limited remedies set forth above. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply to you.
- 10. <u>Proprietary Rights Contracts with Certain United States Government Agencies.</u> If the Software is acquired under the terms of a Department of Defense or civilian agency contract, the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (Sept. 1995) of the Federal Acquisition Regulations and its successors and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) of the Department of Defense FAR Supplement and its successors. All United States Government end users acquire the Software with only those rights set forth in this Agreement.
- 11. <u>Canadian Transactions.</u> If you are subject to Canadian law, then the following provisions of this Section 11 shall apply: (i) Les parties aux présentés confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattaché, soient redigés en langue anglaise. (Translation: "The parties confirm that this Agreement and all related documentation are and will be in the English language."); and (ii) you are responsible for complying with any federal, provincial, and local Canadian laws, statutes, ordinances, or regulations that might impact your right to import, export, or use the Software and the Documentation, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

12. Export Restrictions.

- a. You are responsible for complying with all trade and export regulations and laws, both foreign and domestic. You acknowledge that the laws and regulations of the United States restrict the export and re-export of certain commodities and technical data of United States origin, including the Software, in any medium. You agree that you will not knowingly, without prior authorization if required, export or re-export the Software in any medium without the appropriate United States and foreign government licenses. In particular, you agree that none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported: (i) into any country to which the United States has embargoed goods or is otherwise subject to U.S. trade sanctions covering the Software, including, but not necessarily limited to, Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria (unless any such named country is no longer subject to such embargo or sanction); (ii) to individuals or entities controlled by such countries; (iii) to nationals or residents of such countries, wherever located, other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; (iv) to a national or resident of any such country, wherever located, who intends to transmit or transport the Software, information, or technology back to such country; or (v) to anyone on the United States Treasury Department's list of Specially Designated Nationals and Blocked Persons or the United States Commerce Department's Table of Denial Orders. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.
- b. Furthermore, if the country of origin of the download, installation, or subscription to the Software is Canada, you agree, in addition to the above, that no portion of the Software or underlying information and technology may be downloaded, accessed from, or otherwise exported or re-exported: (i) into any country on Canada's Area Control List or any other country currently subject to a Canadian export restriction or embargo, including, but not necessarily limited to, Afghanistan, Angola, Cuba, Democratic People's Republic of Korea (North Korea), Eritrea, Federal Republic of Yugoslavia (Serbia and Montenegro), Iran, Iraq, Liberia, Libya, Myanmar (Burma), Rwanda, Sierra Leone, Syria, and Sudan (unless any such named country is no longer subject to such restriction or embargo); (ii) to individuals or entities controlled by such countries, (iii) to nationals or residents of such countries, wherever located, other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; (iv) to a national or resident of any such country, wherever located, who intends to transmit or transport the Software, information, or technology back to such country; (v) to anyone, whether civil, military, or otherwise, directly or indirectly involved in, or who you know or have reason to know will utilize the Software, Documentation, or any portion thereof in, the research, design, development, or production of chemical, biological, or nuclear weapons, or any missile programs: or (vi) to anyone who has been prohibited from participating in Canadian export transactions by any federal agency of the Canadian government.
- c. By subscribing to, downloading, and using the Software, you are agreeing to the foregoing and are representing and warranting that: (i)

no federal agency has suspended, revoked, or denied your export privileges: (ii) you are not located in or under the control of a national or resident of any such country or on any such list: and (iii) you will not export or re-export the Software or Documentation to any prohibited county or to any prohibited person, entity, or end user as specified by Canadian or United States export controls.

- d. In addition, if the Software or Documentation is identified as a not-for-export product (for example, on the box, in the media, or in the installation process), then, unless you have an exemption from the United States Department of State, the following applies: EXCEPT FOR EXPORT TO CANADA FOR USE IN CANADA BY CANADIAN CITIZENS, THE SOFTWARE AND ANY UNDERLYING TECHNOLOGY MAY NOT BE EXPORTED OUTSIDE THE UNITED STATES OR TO ANY FOREIGN ENTITY OR "FOREIGN PERSON" AS DEFINED BY U.S. GOVERNMENT REGULATIONS, INCLUDING, WITHOUT LIMITATION, ANYONE WHO IS NOT A CITIZEN, NATIONAL, OR LAWFUL PERMANENT RESIDENT OF THE UNITED STATES. BY DOWNLOADING OR USING THE SOFTWARE OR DOCUMENTATION, YOU ARE AGREEING TO THE FOREGOING AND YOU ARE WARRANTING THAT YOU ARE NOT A "FOREIGN PERSON" OR UNDER THE CONTROL OF A FOREIGN PERSON.
- e. Some countries have restrictions on the use of encryption within their borders or on the import or export of encryption, even if for only temporary personal or business use. You acknowledge that the implementation and enforcement of these laws is not always consistent as to specific countries. Although the following countries are not an exhaustive list, there may exist restrictions on the exportation to, or importation of, encryption by: Belgium, China (including Hong Kong), France, India, Indonesia, Israel, Russia, Saudi Arabia, Singapore, and South Korea. You acknowledge it is your responsibility to comply with any and all government export and other applicable laws.
- 13. **Severability and Survival of Provisions.** If any provision of this Agreement is unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid in whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decisions. The provisions of Sections 3 through 14 shall survive the termination of this Agreement.
- 14. <u>Attorney Fees.</u> If any proceeding, action, or claim is instituted to enforce or interpret any of the terms or conditions of this Agreement, the prevailing party shall recover from the party not prevailing, in addition to any other rights and remedies it may have, such sums as any arbitration panel or court finds reasonable as attorney fees and costs in arbitration, at trial, or on appeal.
- 15. **General.** This Agreement is the entire agreement between you and E1S relative to the Software, and supersedes all prior written statements, proposals, or agreements relative to its subject matter. Only a writing executed by an authorized representative of each party hereto may modify it. No E1S dealer or sales representative is authorized to make any modifications, extensions, or additions to this Agreement. This Agreement is governed by the laws of the State of Oregon without application of its conflicts of law principles. Exclusive jurisdiction and venue over all controversies in connection herewith shall lie with the Circuit Court of the State of Oregon, County of Multnomah. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

If you have any questions, write or call E1S: 3305 Main Street, Suite 303, Vancouver, WA 98663; (360) 567-3752; fax (360) 567-3756; or www.event1software.com.

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.