



## END USER LICENSE AGREEMENT

This end-user license agreement ("EULA") is a legally binding agreement between you (a single natural or legal person, hereinafter referred to by the term "you" or "Licensee") and Zone & Company Software Consulting LLC ("Zone") with regard to the copyrighted software ("Software") provided with this EULA. The Software includes computer software, any modifications thereto, the associated media, any printed materials, and any "online" or electronic documentation.

**IMPORTANT - PLEASE READ THIS EULA CAREFULLY BEFORE USING THE SOFTWARE. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, IN ANY FORM OR MEDIA, LICENSEE CONFIRMS THAT LICENSEE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS EULA AND THAT LICENSEE AGREES TO BE BOUND BY IT. IF LICENSEE DOES NOT AGREE OR DOES NOT WISH TO BECOME A PARTY TO THIS EULA, LICENSEE SHOULD NOT INSTALL OR USE THE SOFTWARE. LICENSEE CAN CONFIRM THAT LICENSEE UNDERSTANDS THIS EULA AND AGREES TO BE BOUND BY IT BY SELECTING "I ACCEPT THE LICENSE AGREEMENT," BELOW.**

IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF (AND FOR USE ON BEHALF OF) A COMPANY, GOVERNMENTAL ENTITY OR OTHER ENTITY (AN " ENTITY"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS OF THIS EULA. THE TERM "YOU" OR "LICENSEE" REFERENCED HEREIN REFERS TO: (1) THE ENTITY, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES OR (2) YOU, AS AN INDIVIDUAL, IN THE CASE OF A NON-LEGAL ENTITY.

THE "EFFECTIVE DATE" FOR THIS EULA IS THE EARLIER OF THE FIRST DATE OF ANY APPLICABLE ORDER FORM OR THE FIRST DAY LICENSEE INSTALLS, USES OR OTHERWISE ACCESSES THE SOFTWARE. EACH ORDER FOR SOFTWARE MAY NOT BE CANCELLED ONCE THIS EULA HAS BEEN ACCEPTED, AND NO REFUNDS WILL BE GRANTED. Any terms or conditions appearing on the face or reverse side of any purchase order, purchase order acknowledgment or other order document that are different from, or in addition to, the terms of this EULA will not be binding on Zone, even if payment is accepted.

### 1. License Grant.

Subject to your compliance with all of the terms and conditions of this EULA, Zone grants to you a limited, personal, non-transferable and non-exclusive right, solely during the license term set forth on your applicable Order Form with Zone, to load, store, execute and use the copy of the Software described on your Order Form with Zone and provided with this EULA, in object code form only and solely for your own internal use. Each user that accesses or uses the Software may do so only under and in accordance with a valid user license. Software licensed on a "named user" basis shall be installed and used by no one other than the named user of such Software licensed from Zone. Software may not be used by third parties, or on behalf of third parties, without the express written consent of Zone.

### 2. Restrictions.

You may not make more than a reasonable number of copies of Software provided hereunder (not including back-up, archival or disaster recovery copies), which may be used for your internal business purposes only. This license does not allow you to use the Software on any computer or device that you do not own or control, and you may not distribute or make the Software available over a network where it could be used by multiple devices at the same time. You shall not, and shall not permit others to: (i) alter, modify, translate,



decompile, bootleg, reverse engineer, disassemble, attempt to derive the source code or extract the inner workings of the Software any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law), (ii) copy the look-and-feel or functionality of the Software; (iii) remove any proprietary notices, marks, labels, or logos from the Software and/or the documentation; (iv) rent, lease, lend, sell, redistribute, sublicense or transfer all or some parts of the Software; (v) create derivative works of the Software or (vi) utilize any computer software or hardware which is designed to defeat any copy protection device, should the Software be equipped with such a protection device. Any attempt to do so is a violation of the rights of Zone and its licensors. If you breach the restrictions set forth in this Section 2, this EULA and the license granted hereunder will automatically terminate and you may be subject to prosecution and damages.

### 3. Updates.

Zone may make available to you, from time to time updates to the Software ("Updates") which Zone makes available to similarly situated customers who have purchased the same level of support. Zone is not required to make any such Updates. Any Updates shall be treated as Software and are subject to this EULA.

### 4. Support.

To the extent you purchase support for the Software, Zone will provide you with technical support for the current release of Software only, in accordance with Zone's then current Support.

### 5. Intellectual Property.

The Software is licensed, not sold. You acknowledge that no title to the intellectual property in the Software is transferred to you. You further acknowledge that title and full ownership rights to the Software, including any intellectual property rights and trade secrets contained therein, and all Updates, enhancements, modifications thereto and derivatives thereof, will remain the exclusive property of Zone and/or its suppliers, and you will not acquire any rights to the Software, except for the limited license as expressly set forth above. All copies of the Software will contain the same proprietary notices as contained in or on the Software. Zone reserves all rights not expressly granted herein, and no implied licenses are granted.

Licensee acknowledges that the Software (including its source code and object code) and the documentation contain valuable proprietary information and trade secrets and that unauthorized or improper use of the Software and the documentation will result in irreparable harm to Zone for which monetary damages would be inadequate and for which Zone will be entitled to immediate injunctive relief.

### 6. Disclaimer of Warranty.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ZONE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ZONE DOES NOT



WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. ZONE IS NOT RESPONSIBLE FOR ANY BILLING ERRORS OR OTHER MATHEMATICAL ERRORS THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ZONE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. ZONE IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE SOFTWARE.

#### 7. Limitation of Liability.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ZONE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BILLING ERRORS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ZONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Zone's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the greater of (a) the amount you paid Zone for your license to the Software and (b) fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

#### 8. Data

You acknowledge and agree that you will not provide, and Zone will not receive, any financial or other personal data from you under this EULA, or through your use of the Software.

#### 9. Indemnification.

If you use or distribute the Software in violation of this EULA, or breach any of the terms of this EULA, you agree to indemnify, hold harmless and defend Zone and its suppliers from and against any claims or lawsuits (including attorney's fees) that arise or result from such actions or inactions.

#### 10. Termination.

The term of license to the Software shall be as specified in each Order Form.

This EULA shall commence on the Effective Date and continue until all Ordering Documents have terminated or expired, unless earlier terminated in accordance with this Section 9. If you materially breach this EULA or any Order Form, then Zone may give written notice to you and, if the breach is not cured within ten (10) days following such notice, this EULA or the relevant Order Form shall automatically terminate at the end of that period. To the extent allowed by law, this EULA and all Order Forms shall terminate, without advance notice, upon (i) the initiation of proceedings, by or against you, brought under the United States Bankruptcy Code, or (ii) your insolvency or if you cease your on-going business operations. Upon



termination of this Agreement or the license to the Software for any reason, you shall cease all use of the Software, and destroy all copies, full or partial, of the Software. All fees and payment obligations under an Order Form are non-cancelable. No refunds are granted. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this EULA.

#### 11. Confidentiality.

“Confidential Information” means the information that a party obtains from or learns or discovers about the other party that is designated in writing as confidential, or that a reasonable person would understand the confidentiality of the information disclosed. Each party’s source code, inventions, algorithms, know-how and ideas, and the terms and conditions of this EULA shall be considered Confidential Information (which shall include for Zone the Software and any related items). Confidential Information does not include information that is (i) previously rightfully known to the receiving party without restriction on disclosure, (ii) hereafter becomes known to the general public, through no act or failure to act on the part of the receiving party, (iii) disclosed to the receiving party by a third party without breach of any separate nondisclosure obligation, or (iv) independently developed by the receiving party without use of the other party’s Confidential Information, *provided* that only the specific information that meets one of the above exclusions shall be excluded and not any other information.

Except as expressly allowed herein, the receiving party will hold in confidence and not use or disclose any of the disclosing party’s Confidential Information. Each party shall be responsible for any breach of its confidentiality obligations hereunder by its respective employees, consultants and independent contractors. Upon termination of the EULA, the receiving party shall return all of the Confidential Information (including any copies) to the disclosing party, and the receiving party will make no further use of such materials. If required by law, the receiving party may disclose Confidential Information of the disclosing party but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefore. The parties acknowledge and agree that, if the terms of this Section 10 are breached, the non-breaching party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against a breach or threatened breach of this Section 10 without the necessity of posting any bond or surety.

#### 12. Fees/Taxes.

You agree to pay Zone the fees set forth in the applicable Order Form. ALL FEES AND PAYMENT OBLIGATIONS UNDER AN ORDERING DOCUMENT ARE NON-CANCELABLE AND NON-REFUNDABLE, INCLUDING BUT NOT LIMITED TO ANY FEES FOR A MULTI-YEAR COMMITMENT. Payments will be billed in U.S. dollars. Unless otherwise agreed by Zone, you must pay with one of the following: (i) a valid credit card acceptable to Zone; (ii) a valid debit card acceptable to Zone; (iii) sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or (iv) by another payment option Zone agrees to. Payment terms are net 30 days from the date of Zone’s invoice, unless otherwise set forth in the Order Form. Late payment charges may be assessed at the lower rate of 1.5% per month or the highest rate permitted by law for past due invoices. You are solely responsible for any shipping charges incurred under this EULA. You are solely responsible for the payment of any applicable taxes (including, but not limited to, sales or use taxes, VAT, import taxes, duties, withholding taxes, intangible taxes, and property taxes) resulting from this license or your possession and use of the Software (“Licensee Taxes”), exclusive of taxes based on Zone’s net income. You agree to hold harmless Zone from all claims and liability arising from your failure to report or pay such taxes.

#### 13. Audit.

Zone & Company Software Consulting LLC  
800 Boylston Street, 16<sup>th</sup> Floor  
Boston, MA 02199

[www.zoneandco.com](http://www.zoneandco.com)  
(800) 760-7401



Zone or its designee may, from time to time and upon reasonable notice of not less than five (5) business days, audit your computer hardware and software related to the Software to determine your compliance with your obligations hereunder. If the audit shows that you have not paid Zone sufficient fees due to unlicensed usage or otherwise, you shall pay Zone the amount of such underpayment, at Zone's then-current rates, within ten (10) days following written notice from Zone.

#### 14. United States Government Restricted Rights.

If you are acquiring the Software on behalf of any unit or agency of the U.S. Government, the following shall apply: Use, duplication, or disclosure of the Software is subject to the restrictions set forth in subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless being provided to the Department of Defense. If being provided to the Department of Defense, use, duplication, or disclosure of the Software is subject to the restricted rights set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. Software and/or the documentation may or may not include a Restricted Rights notice, or other notice referring specifically to the terms and conditions of this EULA. The terms and conditions of this EULA shall continue to apply, but only to the extent that such terms and conditions are not inconsistent with the rights provided to Licensee under the aforementioned provisions of the FAR and DFARS, as applicable to the particular procuring agency and procurement transaction.

#### 15. Export Laws.

You agree: (i) to fully comply with all U.S. and other relevant export laws and regulations (collectively the "Export Laws") to assure that the Software or any direct product thereof are not directly or indirectly exported in violation of the Export Laws, (ii) that the Software ordered hereunder will not be used in violation of any Export Laws, including for proliferation of any nuclear, chemical, or biological weapons or missile delivery systems and will not be diverted, and (iii) to indemnify Zone against any damage, loss, liability or expense (including attorneys' fees) that Zone may incur as a result of your failure to comply with the Export Laws. You represent and warrant that you are not a citizen of, or otherwise located within, an embargoed nation, as defined in the Export Laws, and that you are not otherwise prohibited under the Export Laws from receiving the Software.

#### 16. Miscellaneous.

All notices shall be in writing, in English, and sent by first class mail or overnight mail (or courier), transmitted by facsimile (if confirmed by such mailing), or email, to the addresses indicated on the Order Form, or such other address as either party may indicate. You may not assign this EULA or any Order Form, in whole or in part, without the prior written consent of Zone. Any prohibited assignment shall be null and void. This EULA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA without regard to its conflict of law provisions. Your use of the Software may be subject to other state, federal, and international laws and regulations. All proceedings shall be conducted in English. Venue for all proceedings shall be the state or federal courts in Boston, Massachusetts, provided that Zone may seek injunctive relief in any court of competent jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply. The section headings herein are provided for convenience only and have no substantive effect on the construction of this EULA. Except for your obligation to pay Zone, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. If any provision of this EULA is held to be unenforceable, this EULA shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. This EULA may be amended only by a written document



executed by a duly authorized representative of each of the parties. The parties agree to receive electronic documents and accept electronic signatures (information attached or logically associated with such document and clicked or otherwise adopted with an intent to sign) including in counterparts which shall be valid substitutes for paper-based documents and signatures, and the legal validity of a transaction will not be denied on the ground that it is not in writing. This EULA takes precedence over any prior agreement and any communication or agreement translations. This EULA contains the entire agreement regarding your use of the Software and may be amended only in writing signed by both parties.

**Customer:** \_\_\_\_\_ Zone & Company Software Consulting LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Notice address:

Notice Address:

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\_\_\_\_\_

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