

Data Pipeline Toolkit Commercial Software

End-User License Agreement (EULA)

Version 2.1

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1. DEFINITIONS

- a) “Enterprise Version” means a version of the Software, so identified, that contains the license grant, functionality, limitations, upgrades and support features as described at the time of purchasing the Enterprise Version license.
- b) “Express Version” means a version of the Software, so identified, that contains the license grant, functionality, limitations, upgrades and support features as described at the time of purchasing or downloading the Express Version license.
- c) “Fees” means the fees for license of the Software. The Fees are described on the Invoice.
- d) “Invoice” means the invoice form used by North Concepts to set out the Fees and other particulars of the applicable license of the Software.
- e) “License Key” means a unique license key file which is used to unlock access to the Software. The License Key for the Subscription Version and Trial Version may create time-limited access to the Software.
- f) “Modification” means the modification of an original source file.
- g) “Perpetual License” means a license grant of the Software described in paragraph 2(b).

- h) “Subscription Term” means the period beginning on the date that the Invoice for the Subscription Version was submitted and the applicable Fees were paid. The Subscription Term shall may renew upon the Customer paying the Fees applicable for such renewal as indicated in an Invoice.
- i) “Subscription” means a subscription offering of the Software licensed in accordance with the Subscription License.
- j) “Subscription License” means the subscription license described in paragraph 2(a), that contains the functionality, limitations, upgrades and support features as described at the time of subscribing.
- k) “Small Business Version” means a version of the Software, so identified, that contains the license grant, functionality, limitations, upgrades and support features as described at the time of purchasing the Small Business Version license.
- l) “Software Version” means a version of the Software, so identified, and may include the Express Version, Small Business Version, Team Version and Enterprise Version.
- m) “Team Version” means a version of the Software, so identified, that contains the license grant, functionality, limitations, upgrades and support features as described at the time of purchasing the Team Version license.
- n) “Trial Version” means a version of the Software, so identified, to be used only to review, demonstrate and evaluate the Software for a limited time period and that contains the license grant, functionality, limitations, upgrades and support features as described at the time of purchasing or downloading the Trial Version license.

2. LICENSE GRANTS

The licenses granted in this Section 2 are subject to the terms and conditions set forth in this EULA:

- a) *If you subscribed for a Subscription License, this paragraph shall apply.* Subject to the payment of the Fees, and subject to the terms and conditions of this Agreement, during the Subscription Term, North Concepts hereby grants you and you accept a revocable, non-transferrable and non-exclusive license (i) the permitted number of developers within your organization to install and use the Software on any workstations used exclusively by such developers and (ii) for you to install and use the Software in connection with an unlimited number of applications; and (iii) for you to install and use the Software the permitted number of servers; and (iv) for you to install and use the Software on an unlimited number of end-user desktops and laptops and tablets and smart phones, solely in connection with distribution of the Software in accordance with Sections 6 (DISTRIBUTION) 7 (PROHIBITED USES) below. This license is not sub-licensable except as explicitly set forth

herein. The permitted number of developers and servers shall depend on the Software Version that you have subscribed for.

- b) *If you purchased a Perpetual License, this paragraph shall apply.* Subject to the terms and conditions of this Agreement, North Concepts hereby grants you and you accept an irrevocable, perpetual, royalty-free, worldwide, non-transferrable and non-exclusive license (i) for the permitted number of developers within your organization to install and use the Software on any workstations used exclusively by such developers; and (ii) for you to install and use the Software in connection with an unlimited number of applications; and (iii) for you to install and use the Software on the permitted number of servers; and (iv) for you to install and use the Software on an unlimited number of end-user desktops and laptops and tablets and smart phones, solely in connection with distribution of the Software in accordance with Sections 6 (DISTRIBUTION) 7 (PROHIBITED USES) below. This license is not sub-licensable except as explicitly set forth herein.
- c) *If you downloaded a Trial Version, this paragraph shall apply:* Subject to the terms and conditions of this Agreement, North Concepts hereby grants you and you accept a revocable, non-transferrable and non-exclusive limited license (i) for five (5) developers within your organization to install and use the Software on any workstations used exclusively by such developers and (ii) for you to install and use the Software in connection with five (5) applications; and (iii) for you to install and use the Software on five (5) servers, solely in connection with distribution of the Software in accordance with Sections 6 (DISTRIBUTION) 7 (PROHIBITED USES) below and (iv) to use the Software free of charge for a period of twenty-one (21) days (“Trial Period”) commencing on the date you downloaded it. Use of the Software beyond the Trial Period requires the purchase of a Team, Small Business, or Enterprise License. Use of the Software beyond the Trial Period without purchase of a License is a violation of Canadian, U.S., and international copyright laws. This license is not sub-licensable except as explicitly set forth herein.

3. SOFTWARE VERSION RESTRICTIONS

- a) *If the Software Version is an Express Version, this paragraph shall apply:* You acknowledge that the Express Version is only available for license as a Perpetual License. Licensees of the Express Version are permitted to use the Express Version for:
- i. four (4) developers within your organization to install and use the Software on any workstations used exclusively by such developers; and
 - ii. installation and use of the Software on ten (10) servers.
- b) *If the Software Version is a Team Version, this paragraph shall apply:* Team Version is available as a Perpetual License or a Subscription License. Licensees of the Team Version are permitted to use the Team Version for:
- i. four (4) developers within your organization to install and use the Software on any workstations used exclusively by such developers; and

- ii. installation and use of the Software on ten (10) servers.
- c) *If the Software Version is a Small Business Version, this paragraph shall apply:* Small Business Version is available as a Perpetual License or a Subscription License. Licensees of the Small Business Version are permitted to use the Small Business Version for:
 - i. ten (10) developers within your organization to install and use the Software on any workstations used exclusively by such developers; and
 - ii. installation and use of the Software on one hundred (100) servers.
- d) *If the Software Version is an Enterprise Version, this paragraph shall apply:* Enterprise Version is available as a Perpetual License or a Subscription License. Licensees of the Enterprise Version are permitted to use the Enterprise Version for:
 - i. an unlimited number of developers within your organization to install and use the Software on any workstations used exclusively by such developers; and
 - ii. installation and use of the Software on an unlimited number of servers.

4. PERMITTED USES, SOURCE CODE, MODIFICATIONS

If you have purchased the Enterprise Version of the Software, this EULA grants you a limited license to use the Software's source code ("Source Code") for the purposes of creating Modifications of the original Software, where Modification means: a) any addition to or deletion from the contents of a file included in the original Software or previous Modifications created by you, or b) any new file that contains any part of the original Software or previous Modifications ("Source Code License").

You may only view, and use the Source Code subject to the following terms and conditions:

- a) The Source Code is provided to you for the sole purpose of making Modifications to fit your needs and to enable you to understand the operation of the Software at a source code level.
- b) While you retain all rights to any original work authored by you as part of the Modifications, we continue to own all copyright and other intellectual property rights in the Software.
- c) Furthermore, North Concepts shall retain all right, title and interest in and to the licensed Source Code, and all updates thereof. Nothing herein shall be deemed to transfer any ownership or title rights in and to the licensed Source Code from North Concepts to you.
- d) Under no circumstances may the Source Code or any portion thereof be distributed, disclosed or otherwise made available to any third party.

5. FEES AND BILLING

In consideration of the licenses granted under Section 2, the Customer shall pay North Concepts the Fees. The Fees shall be payable in the currency specified in the Invoice, and if no currency is specified, in US dollars.

Fees may increase for any renewal term upon thirty (30) days prior written notice.

Upon execution or agreement of the Invoice, North Concepts shall invoice the Customer for the Fees outlined in such Invoice. Customer must pay this amount prior to receiving the License Key.

6. DISTRIBUTION

You may distribute the Software in any applications, frameworks, or elements that you develop using the Software in accordance with this License Agreement, provided that such distribution does not violate the License Restrictions set forth in Section 7 of this Agreement.

You are required to ensure that the Software is not reused by or with any applications other than those with which you distribute it as permitted herein. For example, if you install the Software on a customer's server, that customer is not permitted to use the Software independently of your application, and must be informed as such.

You will not owe NORTH CONCEPTS INC any royalties for your distribution of the Software in accordance with this License Agreement.

7. PROHIBITED USES

Except to the extent contrary by applicable law:

- a) Other than expressly set forth in Section 2, you may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another over a network.
- b) Other than as expressly set forth herein, you may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to human-perceivable form.
- c) Unless otherwise provided herein, you may not rent, lease, host or sublicense the Software.
- d) You may not, without prior written consent of North Concepts, redistribute the Software or Modifications other than by including the Software or a portion thereof within your own product, which must have substantially different functionality than the Software or Modifications and must not allow any third party to use the Software or Modifications, or any portions thereof, for software development purposes.
- e) You are not allowed to redistribute any part of the Software documentation.

- f) You may not: a) use any part of the Software or Modifications or your knowledge of the Software (or any information that you learn as a result of Your use of the Software) to create a product with the same or substantially the same functionality as the Software except by written consent of North Concepts; b) other than as expressly set forth herein, transfer, rent, lease, or sublicense the Software or Modifications, or any portions thereof; c) change or remove the copyright notice from any of the files included in the Software or Modifications. UNDER NO CIRCUMSTANCES MAY YOU USE THE SOFTWARE (INCLUDING WITHOUT LIMITATION THE SOURCE CODE THEREOF) AS THE BASIS FOR OR IN CONNECTION WITH A PRODUCT THAT CONTAINS THE SAME, OR SUBSTANTIALLY THE SAME, FUNCTIONALITY AS THE SOFTWARE EXCEPT BY WRITTEN CONSENT OF NORTH CONCEPTS.
- g) Unless otherwise provided herein, you shall not (A) use the Trial Version for any application development or ultimate production purpose, (B) use the Trial Version for a purpose other than the sole purpose of determining whether to purchase a Team License, Small Business License or Enterprise License, (C) keep the Trial Version installed on any computer, server or workstation within your organization after the expiry of the Trial Period.
- h) You must not remove, obscure or interfere with any copyright, acknowledgment, attribution, trademark, warning or disclaimer statement affixed to, incorporated in or otherwise applied in connection with the Software.

8. OWNERSHIP

The foregoing grants of rights give you limited license in accordance with Section 2 above to use the Software. Except as expressly provided in this Agreement, North Concepts retains all right, title and interest, including all copyright and intellectual property rights, in and to, the Software, and all copies thereof. All rights not specifically granted in this EULA, including, but not limited to, Federal and International Copyrights, are reserved by North Concepts.

9. SUPPORT AND MAINTENANCE

- a) North Concepts agrees to provide Maintenance (as defined herein) to you pursuant to the terms and conditions set forth herein.
- b) *If the Software is purchased under a Perpetual License, this paragraph shall apply:* Maintenance and support will be provided, initially, for one (1) year unless the parties agree otherwise in writing (“Support Period”). You may purchase additional one (1) year support and maintenance terms (“Maintenance Terms”) at advertised prices (“Maintenance Fees”), the first of which may start on the expiration of the Support Period.
- c) *If the Software is obtained under the Subscription License, this paragraph shall apply:* Maintenance and support will be provided during the Subscription Term in accordance with the terms of this Agreement (“Support Period”).

- d) During the Support Period and any purchased Maintenance Terms, North Concepts agrees to provide you with support and maintenance (collectively “Maintenance”) as follows:
- i. For permitted requests/incidents (“Permitted Incidents”), North Concepts will provide standard e-mail support, priority e-mail support and/or phone support depending on the type of license purchased and as described during the time of purchasing such license. The number of Permitted Incidents is dependent on the type of license purchased and shall be limited as described during the time of purchasing such license.
 - ii. North Concepts will supply you, at no extra charge, any improvements or modifications to the Software that North Concepts make generally available as an upgrade.
 - iii. You acknowledge and agree that the Maintenance to be provided by North Concepts hereunder is limited to the most current version of the Software and the immediately preceding version.
- e) North Concepts’ obligation to provide Maintenance is contingent upon proper use of the Software and full compliance with this Agreement.
- f) North Concepts reserves the right to increase the cost of Maintenance and/or change the number of Permitted Incidents for subsequent Maintenance Terms that have not yet been purchased.
- g) North Concepts reserves the right to change the Maintenance offered annually. Furthermore, North Concepts reserves the right, at its sole discretion, to discontinue providing Maintenance after the expiry of a Maintenance Term.

10. TERMINATION

This Agreement and your right to use the Software and Modifications will terminate immediately without notice if You fail to comply with the terms and conditions of this Agreement. Upon termination or the expiry of the Subscription Term, you agree to immediately cease using and destroy the Software or Modifications, including all accompanying documents, including from your workstations, servers and end-users’ systems. The provisions of Sections 7, 8, 11, 12 and 13 will survive any termination of this Agreement.

Subject to this Agreement, we reserve the right, in our sole discretion, without notice or any liability to you, to (a) change, suspend or discontinue any aspect of the Software; and (b) impose limits on the Software.

11. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NORTH CONCEPTS INC AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE. NORTH CONCEPTS INC DOES NOT GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, VIRUS OR ERROR-FREE, AND YOU ACKNOWLEDGE THAT IT IS NOT TECHNICALLY PRACTICABLE FOR NORTH CONCEPTS INC TO DO SO.

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND NORTH CONCEPTS, ANY OF ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, ANY OF THEIR EMPLOYEES, OFFICERS OR DIRECTORS (COLLECTIVELY, THE "NORTH CONCEPTS ENTITIES") FROM AND AGAINST ANY LOSS, DAMAGE, CLAIMS OR LAWSUITS, INCLUDING ANY LAWYER FEES, THAT ARISE OR RESULT FROM YOUR USE OR DISTRIBUTION OF THE SOFTWARE.

12. LIMITATION OF LIABILITIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NORTH CONCEPTS INC OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LAW) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF NORTH CONCEPTS INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NORTH CONCEPTS INC'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR FIVE (\$5.00) DOLLARS (USD).

13. MISCELLANEOUS

The license granted herein applies only to the version of the Software downloaded or installed in connection with the terms of this Agreement. Any previous or subsequent license granted to you for use of the Software shall be governed by the terms and conditions of the agreement entered in connection with downloading or installation of that version of the Software.

You agree that you will comply with all applicable laws and regulations with respect to the Software, including without limitation all export and re-export control laws and regulations.

While redistributing the Software or Modifications thereof, you may choose to offer acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this Agreement. However, in accepting such obligations, you may act only on your own behalf and on your sole responsibility, not on our behalf. You agree to indemnify, defend, and hold the North Concepts Entities harmless from and against any liability incurred by, or claims asserted against, North Concepts Entities by reason of Your accepting any such support, warranty, indemnity or additional liability.

You agree to be identified as a customer of ours and you agree that we may refer to you by name, trade name and trademark, if applicable, and may briefly describe your business in our marketing materials and web site.

You may not assign this Agreement without the prior written consent of NORTH CONCEPTS INC. This Agreement will inure to the benefit of the successors and assigns of NORTH CONCEPTS INC.

You acknowledge that this Agreement is complete and is the exclusive representation of our agreement. No oral or written information given by us or on our behalf shall create a warranty or collateral contract, or in any way increase the scope of this Agreement in any way, and You may not rely on any such oral or written information.

If any provision in this Agreement shall be determined to be invalid, such provision shall be deemed omitted; the remainder of this Agreement shall continue in full force and effect.

This Agreement may be modified only by a written instrument signed by an authorized representative of each party.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF ONTARIO AND THE FEDERAL LAWS OF CANADA, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICT OF LAWS. YOU HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS SITTING IN ONTARIO TO RESOLVE ANY DISPUTES ARISING UNDER THIS LICENSE AGREEMENT. IN EACH CASE THIS LICENSE AGREEMENT SHALL BE CONSTRUED AND ENFORCED WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS.

The controlling language of this Agreement is English. If you have received a translation into another language, it has been provided for your convenience only.

The relationship between North Concepts and you is that of independent contractors and neither you nor your agents shall have any authority to bind North Concepts in any way.

The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.

All questions concerning this EULA shall be directed to North Concepts Inc. at legal@northconcepts.com.

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