Data Pipeline Toolkit Commercial Software

End-User License Agreement (EULA)

Version 2.1

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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.

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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.

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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.

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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
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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.

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ii. installation and use of the Software on ten (10) servers.

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ii. installation and use of the Software on ten (10) servers.

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ii. installation and use of the Software on one hundred (100) servers.

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ii. installation and use of the Software on an unlimited number of servers.

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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”).

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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.

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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.

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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.

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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”).
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.

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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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