

End User License Agreement (EULA)

This End User License Agreement (“EULA”) is a legal agreement between you and any company by which you are employed (together, “you” or “Company”) and PypeServer Inc. (“PypeServer”) that governs your use of the Software Product (defined below) provided by PypeServer.

BY CLICKING “I AGREE” WHEN PRESENTED IN A DIALOGUE OR USER INTERFACE, OR BY TAKING ANY STEP TO INSTALL OR USE THE SOFTWARE, YOU (1) REPRESENT THAT YOU ARE OF THE LEGAL AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE AND, IF APPLICABLE, YOU ARE DULY AUTHORIZED BY YOUR EMPLOYER TO ENTER INTO THIS CONTRACT, AND (2) YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THE EULA TERMS WITHOUT RESERVATION, DO NOT USE THE SOFTWARE.

1. GRANT OF SOFTWARE LICENSE. The “Software” includes two types of computer software: (1) software that is owned by PypeServer (including any associated media and online or other electronic documentation) (collectively the “Software Product”) and (2) other software provided by third parties and used with the Software Product (“Third Party Software”), including without limitation the list of third parties provided on Schedule 1 attached to this EULA. Subject to Company’s compliance with all terms and conditions of this EULA, PypeServer grants you the following non-exclusive rights:

- a. Use.** Subject to the payment of applicable fees, PypeServer hereby grants you a limited, nonexclusive, personal, and nontransferable license for use of the Software by one user at a time on a single computer or other electronic device, such as a work station, terminal, or tablet. Subject to payment of any additional fees, you may add one or more remote licenses, each of which may be used at one computer or other electronic device by one user at any given time. You agree to only use the Software Product and Third Party Software as expressly permitted herein.
- b. Restrictions.** You may not rent, lease, or lend the Software Product or use the Software Product for commercial timesharing or bureau use. You may not sublicense, assign or transfer the license or Software Product except as expressly provided in this EULA. You may not loan the Software Product or otherwise allow access to the Software Product to any person or company who is not an employee of the Company and who has not agreed to abide by the terms of this EULA.
- c. Reservation of Rights.** The Software Product is owned solely by PypeServer. The Software Product is licensed on a non-exclusive basis, never sold, and is offered to you pursuant to this EULA. PypeServer owns all right, title and interest in and to the Software Product and reserves all rights not expressly granted to you in this EULA. You agree to refrain from any action that would diminish such rights or would call them into question.
- d. Support.** The Software Product is offered on an “as-is” basis. PypeServer technical support is limited to PypeServer online resources, initial training (approximately 1-2 hours of remote training for new license holders), and limited remote troubleshooting subject to availability and during PypeServer’s normal business hours.
- e. Other Licenses or Service Providers.** To effectively use the Software may require Third Party Software licenses. You agree to seek and comply with such licenses as required to

use such Third Party Software.

2. DATA AND BACKUPS.

- a. **Data Security.** PipeServer implements commercially reasonable technical defenses and security procedures designed to protect the Software from unauthorized access. However, you acknowledge that use of the Software may involve transmission of data over networks that are not owned, operated, or controlled by PipeServer, and PipeServer is not responsible for any of your data that is lost, altered, intercepted, or stored across such networks. PipeServer also cannot guarantee that PipeServer's security procedures will be error free, that transmissions of data will always be secure, or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers. All access to the Software Product is controlled by usernames and passwords. Each username and password will be unique to each user. You are solely responsible for the security of your usernames and passwords. Any access to the Software using such usernames and passwords will be deemed access by you.
- b. **Data Backup.** PipeServer has configured a backup system for the Software's SQL pipe databases, and you acknowledge that the backup system is not warranted for reliability or integrity. PipeServer encourages you to back up copies of any data to prevent data loss.

3. UPGRADES AND MAINTENANCE.

- a. **No Obligation to Update.** PipeServer is not obligated to provide any updates, revisions, new versions, bug fixes, maintenance, or support for the Software Product, except the support expressly provided for in this EULA. PipeServer reserves the right to modify, change, update, or discontinue any feature of the Software Product at any time.
- b. **Upgrades.** PipeServer may also offer optional additional or new features or functionality that PipeServer makes available generally to its customers ("Upgrades"). Any Upgrades are offered pursuant to this EULA, which governs your use of the Upgrades.
- c. **Maintenance.** The Software Product is licensed as-is and without warranty, and PipeServer is not obligated to maintain the Software. Nevertheless, to improve the Software Product, PipeServer may make updates to the Software Product. Company understands that unless the applicable work station is connected to the internet and properly configured to receive any updates, PipeServer will be unable to perform any system maintenance and/or to update the Software.

4. **PROPRIETARY RIGHTS.** All right, title, and interest in the Software Product, including any Upgrades, updates, or revisions to the Software Product, is and will remain the sole and exclusive property of PipeServer, and their successors and assigns. Other than the limited license explicitly set forth in this EULA, no interest in or rights or licenses to the Software Product are granted to you, and no interest in or rights or licenses to the Software Product will inure in or accrue to you, whether by implication, estoppel, or otherwise. All rights of any kind in the Software Product that are not expressly granted in this EULA are entirely and exclusively reserved to and by PipeServer, and their successors and assigns.

You represent and warrant that you own or have sufficient rights in the content, data, concepts, ideas, and images that you enter into the Software, or that that you ask us to process or upload in conjunction with your use of the Software (collectively, the "Customer Property"). You grant to

PypeServer a non-exclusive, limited, worldwide, fully paid, royalty-free license to view, use, and copy the Customer Property solely to the extent necessary to support the purposes of this EULA. You also permit PypeServer to make use of any data it collects, itself or through third party software tools, about your use of the Software Product.

- 5. LIMITATION ON REVERSE ENGINEERING.** Except to the extent that such restriction is not permitted under applicable law, you are not permitted (and you agree not to) reverse engineer, decompile, disassemble, or create derivative works of or modify the Software Product. Nothing contained herein shall be construed, expressly or implicitly, as transferring any right, license or title to you other than those explicitly granted under this EULA. Unauthorized copying of the Software Product, failure to comply with the restrictions in this EULA, or other breach of the license herein will result in automatic termination of this EULA, and you agree that it will constitute immediate, irreparable harm to PypeServer for which monetary damages would be an inadequate remedy, and that injunctive relief will be an appropriate remedy for such breach.
- 6. TERM.** This EULA is effective unless terminated or rejected. If you terminate or reject this EULA, you acknowledge you must cease use of the Software Product. Further:

 - a. Your license(s) to use the Software Product terminates at the end of the license term you purchased.
 - b. PypeServer may also immediately suspend or terminate the license provided under this EULA and this EULA, without notice and without liability to you or to any other person, if PypeServer determines in good faith that a breach of the EULA has occurred.
 - c. The Software constitutes trade secrets and confidential information of PypeServer, and you agree to keep such trade secrets and confidential information confidential during and after the term of this EULA for as long as they remain trade secrets and not generally known to the public. The license ends on the termination of this EULA. On termination of this EULA, you must discontinue use of the Software.
- 7. VIOLATIONS.** The following is a non-exhaustive list of actions that will be considered a violation of this EULA:

 - a. Copy the Software, except for your own backup copy or in transferring your licensed copy from one device to another with the intent to transfer your license to the new device;
 - b. Sell, resell, sublicense, rent, lease, loan, or distribute the Software Product;
 - c. Modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to obtain the source code for the Software, or modify the object code for the Software;
 - d. Use or allow use of the Software after the termination or expiration of this EULA (except pursuant to another valid license);
 - e. Allow others to use, copy, or access the Software in connection with a service bureau, application service provider, public computer bulletin board, shareware or timeshare process, or any similar business or service.
- 8. CONSENT TO USE OF DATA.** You agree that PypeServer and its affiliates may collect and use statistics on your use of the Software, including without limitation in performing backup operations and regarding the technical information you provide as part of any support PypeServer may provide related to the Software Product. PypeServer agrees not to use this information in a form that personally identifies you except to the extent necessary to provide such services.

- 9. DISCLAIMER OF WARRANTIES.** EXCEPT AS DESCRIBED IN THIS SECTION, NEITHER PYPESERVER NOR ITS LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, PERFORMANCE, ADEQUACY OR CURRENCY OF THE SOFTWARE PRODUCT, AND PYPESERVER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PYPESERVER DOES NOT WARRANT THAT THE SOFTWARE PRODUCT WILL SATISFY YOUR REQUIREMENTS, ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR SOLE AND EXCLUSIVE REMEDY, AND PYPESERVER'S SOLE AND EXCLUSIVE RESPONSIBILITY, FOR ANY FAILURE OF THE SOFTWARE PRODUCT, WILL BE FOR PYPESERVER TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT MATERIAL ERRORS AND/OR OMISSIONS.
- 10. LIMITATION OF LIABILITY.** IN NO EVENT WILL PYPESERVER OR ITS OFFICERS, EMPLOYEES, CONTRACTORS OR LICENSORS BE LIABLE FOR LOSS OF USE, LOSS OF CONTENT, LOSS OF USER DATA, OR RECOVERY OF CONTENT OR USER DATA, AND EXCEPT AS EXPRESSLY PROVIDED BELOW, IN NO EVENT (A) WILL EITHER PARTY, OR ITS OFFICERS, EMPLOYEES, CONTRACTORS OR LICENSORS, BE LIABLE FOR LOST PROFITS OR FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, WARRANTY, OR ANY OTHER LEGAL THEORY, INCLUDING ANY LOSSES THAT ARE FORESEEABLE; AND (B) WILL PYPESERVER'S LIABILITY, OR THE LIABILITY OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR LICENSORS, EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS PAID TO PYPESERVER FOR THE INITIAL TERM OF THE LICENSE TO USE THE SOFTWARE PRODUCT.
- 11. COMPLIANCE WITH LAWS.** You shall comply with all applicable laws and regulations of the United States and other countries, including but not limited to export laws. You agree to ensure that the Software Product is not exported, directly or indirectly, in violation of export laws.
- 12. INDEMNITY.** You shall defend PypeServer against any claim, demand, suit, or proceeding made or brought against PypeServer by a third party alleging that (1) Customer Property infringes or misappropriates the intellectual property rights of a third party or violates applicable law, or (2) your use of the Software in violation of this EULA infringed the rights of, or caused harm to, that third party (each a "Claim Against PypeServer"), and shall indemnify PypeServer for any damages, attorney fees, and costs finally awarded against PypeServer as a result of, or for any amounts paid by, PypeServer under a court-approved settlement of a Claim Against PypeServer.
- 13. WAIVER.** No waiver of any violation or nonperformance of this EULA in one instance will be deemed to be a waiver of any subsequent violation or nonperformance. All waivers must be in writing.
- 14. SEVERABILITY.** If any term or provision of this EULA is to any extent held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, the remainder of this EULA will not be affected thereby, and each term and provision of this EULA will be valid and enforced to the fullest extent permitted by law.
- 15. NOTICE.** Any notice under this EULA will be deemed given if delivered or sent via email,

addressed to the other party at that party's current email address, or at such other address as designated by the party by written notice, or in the case of notice by PypeServer, if such notice is posted in the Software. If notice is given by email and the notice affects other parties' rights under this EULA, the effective date of the notice will be seven days after the date of mailing or the date the notice is received, whichever is earlier.

- 16. APPLICABLE LAW; DISPUTES.** This EULA will be governed by and construed in accordance with the laws of the state of Washington, U.S.A., without regard to Washington's conflict-of-laws principles. The parties expressly disclaim the United Nations Convention on Contracts for the International Sale of Goods, and the provisions thereof will not govern this EULA. The parties agree that any claim asserted in any legal proceeding by one party against the other will be commenced and maintained exclusively in state or federal court located within the state of Washington. Both parties hereby submit to the jurisdiction of such courts over each of them personally in connection with such litigation, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum.
- 17. INJUNCTIVE AND OTHER EQUITABLE RELIEF.** You agree that the remedy at law for any breach or threatened breach of this EULA by you would, by its nature, be inadequate, and that in that event PypeServer will be entitled, in addition to damages, to a restraining order, temporary or permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or providing that any monetary damage has been sustained or posting bond of any kind.
- 18. ENTIRE AGREEMENT.** This EULA, including any attachments to the EULA, is the entire agreement between you and PypeServer relating to the Software Product and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this EULA. To the extent the terms of any PypeServer policies or programs conflict with the terms of this EULA, the terms of this EULA shall control. In the event of a conflict between the English and any non-English versions of this EULA, the English version shall govern. If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of the EULA will remain in force and effect. This EULA may not be modified or amended except in a writing signed by both parties. Any preprinted terms on your purchase order are expressly rejected by PypeServer and will be given no force or effect.
- 19. UPDATES TO THIS AGREEMENT.** PypeServer may update or modify this EULA from time to time, including any referenced policies and other documents. If a revision materially reduces your rights, we will use reasonable efforts to notify you. You agree that your only remedy in the event you do not agree to any changes to the Agreement is to cease to use the Software Product.

Schedule 1 - Third Party Licenses

PyPeServer Software Products incorporate third party components whose licenses require us to publish copies of the licensing language and/or copyright notices. In compliance with those requirements, here are notices of these third-party component licenses.

Third Party Software	Notice/Terms
CsQuery Version 1.3.3	MIT License - Copyright (c) 2012 James Treworgy https://raw.githubusercontent.com/jamietre/CsQuery/master/LICENSE.txt
FlexCel Version 5.7.6	TMS License - Copyright (c) Adrian Gallero http://www.tmssoftware.biz/flexcel/doc/net/about/site-license.html
HelixToolkit Version 2013.1.16	MIT License - Copyright (c) 2018 Helix Toolkit contributors https://raw.githubusercontent.com/helix-toolkit/helix-toolkit/develop/LICENSE
log4net Version 2.0.8	Apache License 2.0 http://logging.apache.org/log4net/license.html
ManagedEsent Version 1.9.4	MIT License - Copyright (c) Microsoft Corporation https://raw.githubusercontent.com/Microsoft/ManagedEsent/master/LICENSE.md
MathNet.Numerics Version 4.4.1	MIT/X11 License - Copyright (c) 2002-2018 Math.NET https://numerics.mathdotnet.com/License.html
Nancy Version 1.4.3	MIT License - Copyright (c) 2010 Andreas Håkansson, Steven Robbins and contributors. https://raw.githubusercontent.com/NancyFx/Nancy/master/license.txt
NewtonSoft Version 9.0.1	MIT License - Copyright (c) 2007 James Newton-King https://raw.githubusercontent.com/JamesNK/Newtonsoft.Json/master/LICENSE.md
RestSharp Version 105.2.3	Apache License 2.0 https://raw.githubusercontent.com/restsharp/RestSharp/master/LICENSE.txt
ScintillaNET Version 3.6.3	MIT License - Copyright (c) 2017, Jacob Slusser https://raw.githubusercontent.com/jacobslusser/ScintillaNET/master/LICENSE
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