

Theobald Software GmbH
Xtract Universal
Copyright (C) Theobald Software GmbH

END-USER LICENSE AGREEMENT
FOR ALL SOFTWARE COMPONENT PRODUCT(S)

Definitions: This Theobald Software License Agreement ("EULA") is a legal agreement between you (either as an individual user, corporation or single entity) and Theobald Software GmbH for the Xtract Universal product which includes computer software, and may include associated media, printed materials, and online or electronic documentation ("SOFTWARE PRODUCT" or "SOFTWARE"). By exercising your rights to install Xtract Universal, you agree to be bound by the terms of this EULA, including the limitations and warranty disclaimers. If you do NOT agree to the terms of this EULA, you may not install nor use Xtract Universal;

SOFTWARE PRODUCT LICENSE

Xtract Universal is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. GRANT OF LICENSE.

This is a license agreement, and NOT an agreement for sale. Theobald Software GmbH retains ownership of the copy of Xtract Universal in your possession, and all copies you may be licensed to make. Theobald Software GmbH retains all rights not expressly granted to you in this LICENSE. Theobald Software GmbH hereby grants to you, and you accept, a non-exclusive, non-transferable license to use and copy Xtract Universal only as authorized below.

Provided that you have accepted these terms contained herein, this EULA grants you the following rights:

Installation and Use:

Perpetual Server Enterprise License: You are granted a license for all individuals of your company (legal entity) and contractors that you authorized to use the software (Xtract Universal Enterprise) on your company's behalf on one specific named server to use the **generic web service destinations (CSV, JSON) as well as the file destinations (CSV, JSON, Parquet)**. At no time may Xtract Universal be used by non-employed individuals of your organization for any purposes - nor may Xtract Universal or one of its components be distributed to any place outside your organization and nor may Xtract Universal be used to transport data that is not owned by the organization.

Subscription Server Enterprise Edition: You are granted a license for all individuals of your company (legal entity) and contractors that you authorized to use the software (Xtract Universal Enterprise) on your company's behalf on one specific named server to use the **generic web service destinations (CSV, JSON) as well as the file destinations (CSV, JSON, Parquet)**. The subscription is timely restricted. After the expiration of the contracted period the subscription will be renewed automatically for another year, if the contract is not cancelled in accordance with the notice period. At no time may Xtract Universal be used by non-employed individuals of your organization for any purposes - nor may Xtract Universal or one of its components be distributed to any place outside your organization and nor may Xtract Universal be used to transport data that is not owned by the organization.

Perpetual Server Destination Add-on License: You are granted a license for all individuals of your company (legal entity) and contractors that you authorized to use the software (Xtract Universal Destination Add-On) on your company's behalf on one specific named server to use the **generic web service destinations (CSV, JSON) as well as the file destinations (CSV, JSON, Parquet)** and one of the available destination Add-ons. This Add-on is only available in combination with an Enterprise Edition. At no time may Xtract Universal be used by non-employed individuals of your

organization for any purposes - nor may Xtract Universal or one of its components be distributed to any place outside your organization and nor may Xtract Universal be used to transport data that is not owned by the organization.

Subscription Server Destination Add-on License: You are granted a license for all individuals of your company (legal entity) and contractors that you authorized to use the software (Xtract Universal Destination Add-On) on your company's behalf on one specific named server to use the **generic web service destinations (CSV, JSON) as well as the file destinations (CSV, JSON, Parquet)** and one of the available destination Add-ons. This Add-on is only available in combination with an Enterprise Edition. The subscription is timely restricted. After the expiration of the contracted period the subscription will be renewed automatically for another year, if the contract is not cancelled in accordance with the notice period. At no time may Xtract Universal be used by non-employed individuals of your organization for any purposes - nor may Xtract Universal or one of its components be distributed to any place outside your organization and nor may Xtract Universal be used to transport data that is not owned by the organization.

Source Code License: This includes all rights and responsibilities associated with the Enterprise Edition and all Destination Add-ons as well as a copy of the commented source code and the rights to create your own build for your business needs. You do not have rights to redistribute the source code to 3rd parties and you are legally responsible for maintaining its secrecy. You do not have rights to sell the build result as a component or redistribute in any way as a standalone product. The source code copy will not contain any licensing and code signing logic to protect future and current products of Theobald Software GmbH Components.

Trial License: This includes all rights and responsibilities associated with the Enterprise Edition including an Add-on for a limited amount of time. This license may only be used for purposes related to your initial internal evaluation and proof-of-concept activities and shall not be used for development or testing purposes, even on a temporary basis, after a commercial license has been purchased.

For All Licenses: In no case shall you rent, lease, lend, redistribute nor re-license Xtract Universal or source code to a 3rd party individual or entity, except as outlined above. In no case shall you grant further redistribution rights for Xtract Universal to the end-users of your solution. All servers on which you are going to install our software have to be licensed. It is independent if this is a productive environment or a non-productive environment.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Termination. Without prejudice to any other rights, Theobald Software GmbH may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of Xtract Universal and all of its component parts, source code, associated documentation, and related materials.

3. COPYRIGHT.

All title and copyrights in and to Xtract Universal (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into Xtract Universal), the accompanying printed materials, and any copies of Xtract Universal are owned by Theobald Software GmbH. Xtract Universal is protected by German copyright laws and international treaty provisions. Therefore, you must treat Xtract Universal like any other copyrighted material.

4. LIMITED WARRANTY.

NO WARRANTIES. Theobald Software GmbH expressly disclaims any warranty for Xtract Universal. Xtract Universal and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of Xtract Universal remains with you.

5. LIMITATION OF LIABILITY.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. In no event shall Theobald Software GmbH or its distributors be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this Software and related materials, even if Theobald Software GmbH has been advised of the possibility of such damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

If you have any questions regarding this End User License Agreement, please write to:

Theobald Software GmbH
Kernerstr. 50
70182 Stuttgart
Germany
info@theobald-software.com