



## **End User License Agreement (EULA)**

**Please read the license agreement carefully before installing or using this product.** You acknowledge that you have read this license agreement, have understood it and agree to be bound by its terms. If you do not agree to the terms and conditions of this agreement then do not install or use this product.

### **1. DEFINITIONS:**

(a) "Documentation" means the user manuals and documentation that LEPIDE provides with the Software, and all copies of the foregoing.

(b) "LEPIDE" means Lepide Software Pvt. Ltd.

(c) "License Type" means the model by which the Software is licensed (e.g. by server, by managed user, by number of installations) as may be indicated in the applicable Order.

(d) "Partner" means a reseller or distributor that is under contract with LEPIDE or another Lepide Partner and is authorized via the contract to resell the Products and/or Maintenance Services.

(e) "Product Terms" means the usage rights and other terms associated with each License Type or individual Product.

(f) "Products" means the Software licenses purchased by Customer under this Agreement.

(g) "Order" means the document by which Customer orders the Product(s) or, if Customer orders the Product(s) from LEPIDE website, the process by which Customer orders the Product(s). Orders executed by Customer and LEPIDE shall be governed solely by the terms of this Agreement and the applicable Order, and Orders placed with LEPIDE by Customer purchase order only and all Orders placed through a Partner shall be governed solely by the terms of this Agreement. Any conflicting or additional terms in or accompanying an Order will not be binding on LEPIDE unless LEPIDE accepts such terms in writing. Each Order shall be the Customer's irrevocable commitment to purchase and pay for the Products and/or Maintenance Services stated in the Order.

(h) "Software" means the executable program that is delivered pursuant to an Order as well as any corrections, enhancements, and upgrades to such software that LEPIDE may provide to Customer pursuant to this Agreement, and all copies of the foregoing.



## **2. INTERNAL USE LICENSE:**

Subject to the terms of this Agreement, LEPIDE grants to Customer, and Customer accepts from LEPIDE, a perpetual (unless otherwise set forth in an Order), non-exclusive, non-transferable (except as otherwise set forth herein) and non-sub licensable license (i) install, execute, access, run, or otherwise use the quantities of each item of Software identified in the applicable Order within the parameters of the Product Terms associated with the applicable Product and License Type, (ii) make a reasonable number of additional copies of the Software to be used solely for non-productive archival or passive disaster recovery purposes, so long as neither the original and a copy nor two copies of the same Software are used at the same time, and (iii) make and use copies of the Documentation as reasonably necessary to support Customer's authorized users in their use of the Software (collectively, "License").

## **3. EVALUATION LICENSE:**

LEPIDE grants to you a non-exclusive, non-transferable, Evaluation License for trial and evaluation of the Licensed Software, in binary object code form for internal business purpose only, for a period of fifteen (15) days (unless otherwise set forth in an Order) from the date of download or installation. This License begins upon downloading or installing the Licensed Software and ends fifteen (15) days thereafter (unless otherwise set forth in an Order).

If you do not want to use the Software after the Evaluation Period, you agree to remove the software from your computer with immediate effect except for any automatically generated backup copies used for no purpose. You are forbidden from using the Licensed Software for any other use or otherwise offering it for resale under the terms of this Section 1. LEPIDE Software retains all rights not specifically granted to you herein.

## **4. FREWARE:**

Where applicable, if you choose to use the Freeware Edition, LEPIDE grants you a non-exclusive, non-transferable license to use the Freeware Software for no cost and for unlimited time.

## **5. THIRD PARTY USAGE:**

If Customer contracts with a third party who performs Software implementation, configuration, consulting or outsourcing services ("Service Provider"), the Service Provider may use the Software and Documentation Licensed by Customer hereunder solely for purposes of providing such services to



Customer, provided that (i) Customer ensures that the Service Provider uses the Software and Documentation in accordance with the terms of this Agreement, (ii) the use of the Software and Documentation by the Service Provider will not violate the terms of the export restrictions set forth herein, and (iii) the Service Provider is not a LEPIDE competitor. Customer shall be jointly and severally liable to LEPIDE for the acts and omissions of its Service Providers in connection with their permitted use of the Software and Documentation.

## **6. RESTRICTIONS OF USE:**

In addition to all other terms and conditions of this Agreement, you shall not: (i) install copy of the Licensed Software on more than one computer (unless otherwise set forth in an Order); (ii) remove any copyright, trademark or other proprietary notices from the Licensed Software or its copies; (iii) make any copies except for one back-up or archival copy, for temporary emergency purpose; (iv) rent, lease, license, sublicense or distribute the Licensed Software or any portions of it on a standalone basis or as part of your application; (v) modify or enhance the Licensed Software; (vi) reverse engineer, decompile or disassemble the Licensed Software; (vii) allow any third parties to access, use or support the Licensed Software except employees, contractors, consultants or other third parties engaged by you to do any of the foregoing on behalf of or for your benefit.

## **7. NONDISCLOSURE:**

The Licensed Software contains proprietary information of LEPIDE that are protected and you hereby agree to take all reasonable efforts to maintain the confidentiality of the Licensed Software. You agree to reasonably communicate the terms and conditions of this Agreement to those persons employed by you who come into contact with or access the Licensed Software, and to use reasonable efforts to ensure their compliance with such terms and conditions, including but not limited to, not knowingly permitting such persons to use any portion of the Licensed Software for a purpose that is not allowed under this Agreement.

## **8. LIMITATION OF LIABILITY:**

In no event will LEPIDE be liable to you or any third party for any special, incidental, indirect, punitive or exemplary or consequential damages, or damages for loss of business, loss of profits, business interruption, or loss of business information arising out of the use or inability to use the program or for any claim by any other party even if LEPIDE has been advised of the possibility of such damages. LEPIDE's entire liability with respect to its obligations under this agreement or otherwise with respect to the Licensed Software shall not exceed the amount of license fee paid by you for the Licensed Software.



Because some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, the above exclusions or limitations may not apply to you.

## **9. TERMINATION:**

This Agreement is effective until terminated by either party. You may terminate this Agreement at any time by destroying or returning to LEPIDE all copies of the Licensed Software in your possession. LEPIDE may terminate this Agreement for any reason, including but not limited to your breach of any of the terms of this Agreement. Upon termination, you shall destroy or return to LEPIDE all copies of the Licensed Software and certify in writing that all know copies have been destroyed. All provisions relating to confidentiality, proprietary rights, non-disclosure, and limitation of liability shall survive the termination of this Agreement.

## **10. GENERAL:**

The information contained herein is subject to change without notice. This Agreement shall be construed, interpreted and governed by the laws of the Govt. of India exclusive of its conflicts of law provisions. This Agreement constitutes the entire agreement between the parties, and supersedes all prior communications, understandings or agreements between the parties. Any waiver or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable, the remainder shall be interpreted so as to reasonable effect the intention of the parties. You shall not export the Licensed Software or your application containing the Licensed Software except in compliance with Govt. of India export regulations and applicable laws and regulations. Exclusive jurisdiction and venue for all matters relating to this License shall be in courts and for a located in the State of Delhi, and you consent to such jurisdiction and venue.

## **11. TRADEMARKS:**

Windows 95®, Windows 98®, Windows ME®, Windows NT®, Windows 2000 Server®, Windows 2000 Advanced Server®, Windows 2003 Server®, Windows Server 2008®, Windows Server 2008 R2®, Windows Server 2012®, Windows Server 2012 R2®, Windows XP®, Windows Vista®, Windows 7®, Windows 8®, SQL Server®, SharePoint Server®, SharePoint Server 2010®, SharePoint Foundation 2010®, SharePoint Server 2013®, SharePoint Foundation 2013®, Microsoft Excel®, Microsoft Office®, Office 365®, Exchange 2000 Server®, Exchange Server 2003®, Exchange Server 2008®, Exchange Server 2010®, Exchange Server 2013®, Microsoft Outlook®, Outlook 2000®, Outlook 2003®, Outlook 2007®, Outlook 2010®, Outlook 2013®, Exchange Management Tools®, Exchange 2010 Management Tools®, Exchange 2013 Management Pack®, .NET®, IIS®, Windows PowerShell®, Microsoft Management Console®, and Windows Management Framework® are registered trademarks of Microsoft Corporation.

Any other product names mentioned herein are the trademarks of their respective owners.

