



End User License Agreement (EULA)

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(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").

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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



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