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MatchWare License Agreement

USE

This is a legal agreement between you, the end user, and MatchWare A/S ("MatchWare"). The enclosed software program ("Product") is licensed, not sold, to you by MatchWare for use under the term of this license.

Prior to using the license to the Product you must assign it to a device, which becomes the "licensed device". A hardware partition, blade, external hard drive, Flash drive etc. is considered to be a separate device.

You may install and use one copy of the Product on the licensed device. Further, the primary user of the licensed device may install and use another copy of the Product on a second device.

The Product license can be reassigned to another computer or user, but not within 90 days of the last assignment, so long as there is no possibility of it being used by more than one person. However, in the event of a permanent hardware failure, it can be reassigned sooner. You may make one (1) backup copy of the Product.

When using Remote Desktop technologies you may access and use the Product provided that only the primary user of the device hosting the remote desktop session accesses and uses the Product with a remote access device. You are not permitted to use the Product on both the device hosting the remote desktop session and the access device at the same time.

You may not rent, lease, loan or license this Product or any copy.

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You may not reverse-engineer, disassemble, decompile, modify or create derivative work of this Product.

TERMINAL SERVER / NON-ACTIVATION KEYS

A Terminal Server is a computer allowing other Client computers to run applications on the Terminal Server such as but not limited to a Microsoft Terminal Server and a Citrix Server. If the Product is installed on a Terminal Server you need a license for each user who has access to the Product.

A Named User means a license to 1 individual person. You may add users by paying for a separate license for each user you wish to add. When installing the Product on a server which allows multiple, concurrent users to access and run the Product, you must license (purchase) additional licenses for each named user.

If you are a Government entity or approved organization that has been granted a Non-Activation key that does not require activation you must purchase a license for each named user of the Product.

If you are using a Terminal Server /Non-Activation key then you are required to sign a "Terminal Server Solution and Non-Activation License Key Program Agreement". Please contact MatchWare to enroll.

Upon reasonable notice by MatchWare, MatchWare reserves the right to request an audit of any and all users accessing the Product deployed on a Terminal Server or via a Non-Activation key on a quarterly basis. This number of audited users must be in accordance with the number of licenses purchased by you. You are required to record the number of named users utilizing the Product.

Upon reasonable notice by MatchWare, you shall grant MatchWare, at MatchWare's expense, reasonable access to your premises, but no more than once per calendar year, for the purpose of conducting an audit of the use of the Product pursuant to the terms of this Agreement. If such audit reveals improper use of the Product by you, then MatchWare shall be entitled to invoice you for such unauthorized use in accordance with MatchWare's standard fees and legal rights at the time of the completion of such audit.

ACTIVATION

Mandatory activation is required when using the Product. When activating the Product certain information about the Product and the device will be sent to MatchWare. This information includes version, language, product ID of the Product, device internet protocol address and hardware configuration. By using the Product you consent to the transmission of this information.

MATCHWARE USER EXPERIENCE IMPROVEMENT PROGRAM

The MatchWare User Experience Improvement program can optionally be enabled in certain versions of the Product if you select "Send anonymous usage statistics" during installation or from the options dialog. When this feature is enabled, the Product will track your usage of the user interface and certain features and send the information anonymously to MatchWare. MatchWare uses this information to customize, measure and improve its products and services.

EDUCATIONAL LICENSES

Commercial use of Educational Licenses of this Product is prohibited.

Some educational multi-user licenses offer home use rights for teachers (and students). Any additional licenses purchased to facilitate such home use may not be installed or used on the respective educational institution premises, buildings or campus.

If you are enrolled in the educational subscription program for the Product, the use of the Product is subject to the Subscription Agreement and this License Agreement.

TRANSFER OF THE PRODUCT

You may transfer all of your rights to use the Product to another person, provided that you transfer to that person the entire Product package, DVDs, documentation, and this statement, and transfer or destroy all copies in any form. Once you transfer the Product you no longer have any rights to use it. Only the person to whom the Product is transferred may use it in accordance with the copyright law, international treaty and this statement.

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If you have purchased an upgrade version of the Product, it constitutes a single product with the MatchWare Product that you upgraded. For instance, the upgrade and the Product that you upgraded cannot both be available for use by two different persons at the same time and cannot be transferred separately.

YOUR DATA

In the event that MatchWare is a data processor or sub-data processor of personal data in connection with a Product or the provision of Professional Services, MatchWare treats Your personal data in compliance with applicable laws. For more information, see MatchWare's [Privacy Policy](#) and [Data Security Policy](#).

OEM VERSIONS OF THE PRODUCT

An OEM version is a license of the Product that is distributed with a hardware device by the device manufacturer. An OEM version of the Product is identified as an OEM version either on the cover of the DVD (or CD) and/or in the main title bar within the Product.

You may transfer all of your rights to use the OEM version of the Product to another party only with the licensed hardware device, provided that you transfer to that person the entire Product package, DVDs, documentation, and this statement, and transfer or destroy all copies in any form. Once you transfer the Product you no longer have any rights to use it. The OEM version of the Product may not be transferred separately without the hardware device.

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LIMITED WARRANTY

MatchWare warrants the physical media and physical documentation provided by MatchWare to be free of defects in materials and workmanship for a period of ninety (90) days from the original purchase date. MatchWare will replace defective media or user documentation at no charge, provided you return the item within the warranty period. If MatchWare is unable to replace defective media or user documentation, MatchWare will refund the amount you paid for the Product. These are your sole remedies for any breach of warranty.

LIMITATION OF LIABILITY

The entire and exclusive liability and remedy for breach of the foregoing limited warranty shall be limited to replacement of defective media or documentation. In no event shall either party be liable to the other party for any special, indirect, consequential, exemplary, punitive, incidental, or similar damages, including but not limited to, loss of profit, data, or use of the Product, even if MatchWare has been advised of the possibility of such damages. MatchWare makes no representation or warranty that the Product or documentation are "error free" or meet any of the user's particular standards, requirements, or needs. In no event shall MatchWare's liability exceed the aggregate amounts paid by you pursuant to this Agreement. To the extent that applicable law does not allow the exclusion or

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INTELLECTUAL PROPERTY INDEMNITY

MatchWare will, at its expense, indemnify, defend and hold Customer harmless against any and all action brought against you to the extent that it is based on a claim that the MatchWare Product or any part thereof or any MatchWare trademark used in relation thereto, when used within the scope of this Agreement, infringes any trademark, copyright, trade secret, patent or other intellectual property right, and MatchWare will pay any costs, damages and/or attorneys' fees awarded against you in such action or payable pursuant to a settlement agreed to by MatchWare. The foregoing obligation shall be subject to you notifying MatchWare promptly in writing of the claim, giving MatchWare the exclusive control of the defense and settlement thereof, and providing all reasonable assistance in connection therewith.

SUGGESTIONS

MatchWare will have worldwide, irrevocable, royalty-free, perpetual license to use, develop and include in the Product any suggestions, recommendations or improvement requests or feedback from you, including users, to the Product.

CUSTOMER REFERENCE

Either party may include the other party in a customer or vendor list. You also agree to consider the following upon request from MatchWare: (i) participate in case studies and in Return of Investment studies, (ii) serve as a reference, link exchange and use of your logo as reference on MatchWare's website, (iii) collaborate on press releases announcing the relationship.

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GENERAL TERMS

Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by both parties.

Neither this Agreement nor any of the rights, interests or obligations of either party shall be assigned or transferred by either party without the prior written consent of the other party, provided, however, that either party may assign this Agreement pursuant to a merger, acquisition, or similar transaction. All of the terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and any permitted assigns of the parties.

Notices

Notices under this Agreement shall be sufficient only if personally delivered, delivered by a major commercial rapid delivery courier service, delivered by facsimile transmission confirmed by first class mail, or mailed by certified or registered mail, return receipt requested, to a party at its address set forth herein or as amended by notice pursuant to this subsection. If not received sooner, notice by mail shall be deemed received seven (7) days after deposit.

Governing Law and Who You Are Contracting With

Who you are contracting with depends on where you are domiciled along with the Governing Law and Jurisdiction:

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Domiciled in:	MatchWare Entity	Notices sent to:	Governing Law
North, South or Central America, Australia and New Zealand	MatchWare Inc. 311 S. Brevard Ave. Tampa, FL 33606 USA	Legal Department Fax: + 1-813-254-6654	Florida and controlling United States Federal Law
Scandinavia	MatchWare A/S P. Hiort-Lorenzens Vej 2A 8000 Aarhus C Denmark	Legal Department Fax: +4587303501	Danish Law
Germany, Austria, Switzerland	MatchWare GmbH Beim Strohhouse 31 20097, Hamburg Germany	Legal Department Fax: +4940543789	German Law
UK, France and Rest of the World	MatchWare Ltd. 9-11 The Quadrant Richmond, Surrey TW1 1BP UK	Legal Department Fax: +442083322170	UK Law

Relationship of the Parties

The parties hereto are independent contractors. Neither party is, nor shall claim to be, a legal agent, representative, partner or employee of the other; neither shall contract in the name of the other nor assume or create any obligations, debts, or liabilities for the other. Neither party relies on any promises, inducements or representations made by the other except as expressly provided in this Agreement. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business entity of any kind between the parties.

Either party may include the other party in a customer or vendor list. You also agree to consider the following upon request from MatchWare: (i) participate in case studies and in Return of Investment studies, (ii) serve as a reference, link exchange and use of your logo as reference on MatchWare's website, (iii) collaborate on press releases announcing the relationship.

No Waiver

No waiver of any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way effect the ability of either party to enforce each and every such provision thereafter.

Attorneys' Fees

The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

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