

EDUCATIONAL SITE LICENSE PROGRAM LICENSE AGREEMENT FOR GOLDEN SOFTWARE PRODUCTS
IMPORTANT-READ CAREFULLY

This Golden Software, LLC Educational Site License Agreement ("AGREEMENT") is a legal agreement between you (a Qualified Educational Institution) ("LICENSEE") and Golden Software, LLC for the received software product(s), which include(s) computer software and may include "online" or electronic documentation, associated media, and printed materials ("SOFTWARE PRODUCT").

SOFTWARE PRODUCT LICENSE

Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties protect the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed, not sold. The SOFTWARE PRODUCT consists of product documentation, sample applications, tools and utilities, and miscellaneous technical information, (individually identified as "COMPONENT" and collectively as "COMPONENTS"). The rights regarding the COMPONENTS of the SOFTWARE PRODUCT are described below unless otherwise indicated.

1. **ELIGIBILITY.** Qualified Educational Institution means an educational institution accredited by an authorized governmental agency within its applicable local, state, provincial, federal, or national government and has the primary purpose of teaching its enrolled students.

Examples of Qualified Educational Institutions include, without limitation, public or private:

- Elementary schools, middle schools and high schools
- Junior colleges
- Colleges, universities and technical schools

Specifically excluded, without limitation, from the definition of Qualified Educational Institution are:

- Non-accredited educational institutions
- Training centers
- Churches, libraries, and museums
- Hospitals and healthcare systems
- Research laboratories and research institutes

2. **GRANT OF LICENSE.** Golden Software, LLC grants to LICENSEE a nonexclusive, non-transferable site license to install and use the SOFTWARE PRODUCT for which the applicable license fees have been paid.
3. **COPY RESTRICTIONS.** This SOFTWARE PRODUCT and the accompanying COMPONENTS are copyrighted. You may copy SOFTWARE PRODUCT in its entirety. You may not copy COMPONENTS separate from the SOFTWARE PRODUCT. All SOFTWARE PRODUCT copies must be complete and include the copyright notice. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this AGREEMENT. All copies of printed materials or user documentation must include the copyright notice.
4. **TERMS OF USE.** In the following sections, "Affiliate" means any other Qualified Educational Institution directly or indirectly controlling, controlled by, or under common control with the LICENSEE (for the purposes of this definition "control" (including "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities or by contract or otherwise).

- (i) **Site License.** The Educational Site License is an unlimited concurrent-use license. As the LICENSEE, individuals within your Educational Institution or Affiliate organizations may use SOFTWARE PRODUCT on computer(s) on a network managed by the Educational Institution. Faculty, staff, educators, researchers, and students associated with the Educational Institution may use the software on personal devices provided they have acquired a license seat from a license server on the network through which the site license is available. LICENSEE and Affiliates are permitted to use SOFTWARE PRODUCTS for Educational, Research, or Administrative Use. Administrative Use means administrative activities that are not directly related to instruction or education such as asset mapping or construction modelling. LICENSEE and Affiliates shall not use SOFTWARE PRODUCTS for revenue-generating or for-profit purposes.

You may not distribute copies of the SOFTWARE PRODUCT to individuals outside your Educational Institution or Affiliate organizations. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE PRODUCT. You may not modify, adapt, translate, or create derivative works based on the written materials without the prior written consent of Golden Software, LLC. Golden Software, LLC retains title and ownership of the SOFTWARE PRODUCT or any copy.

5. **TRANSFER RESTRICTIONS.** This SOFTWARE PRODUCT is licensed only to you, the LICENSEE, and may not be transferred to another entity without the prior written consent of Golden Software, LLC. Any unauthorized transfer of the SOFTWARE PRODUCT shall be bound by the terms and conditions of this AGREEMENT. In no event may you transfer, assign, rent, lease, sell, or otherwise dispose of the SOFTWARE PRODUCT on a temporary or permanent basis except as expressly provided herein.
6. **TERMS.** This AGREEMENT is effective for 3 years from the agreement date. This AGREEMENT may be terminated upon written notice from Golden Software, LLC if you fail to comply with any provision of this AGREEMENT. This AGREEMENT may be terminated upon two (2) months written notice from the LICENSEE. No refunds will be issued for termination
7. **UPDATES.** Golden Software, LLC may create, from time to time, updated versions of the SOFTWARE PRODUCT. Golden Software, LLC will make such updates available to the LICENSEE. Updates may include bug fixes, new features, and enhancements.
8. **SUPPORT SERVICES.** Golden Software, LLC may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Golden Software, LLC policies and programs described in the user manual, "online" documentation, and/or Golden Software, LLC provided materials. Any supplemental software or documentation provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this AGREEMENT.

The following support services are available:

- (i) **Installation support:** LICENSEE may receive support by accessing live resources including email, phone, and LiveChat support, as well as access to online resources included knowledge base and help documents.
- (ii) **Product Support:**
- i. The LICENSEE's faculty, staff, educators, and researchers may receive support by accessing live resources including email, phone, and LiveChat support, as well as access to online resources including knowledge base, help documents, tutorials, training videos, and forums.

- ii. The LICENSEE's students may receive support by accessing online resources including knowledge base, help documents, tutorials, training videos, and forums.

- 9. **COPYRIGHT.** All title and copyrights in and to the SOFTWARE PRODUCT, the accompanying printed materials, and any copies of the SOFTWARE PRODUCT, are owned by Golden Software, LLC. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT except as provided in Section 3 – COPY RESTRICTIONS.
- 10. **EXPORT RESTRICTIONS.** You agree that neither you nor your affiliates intend to or will, directly or indirectly, export or transmit the SOFTWARE PRODUCT or related documentation and technical data (or any part thereof), or your software application product to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.
- 11. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The SOFTWARE PRODUCT is a commercial item, developed at private expense, provided to LICENSEE under this AGREEMENT.

DISCLAIMER OF WARRANTY

NO WARRANTIES.

THE SOFTWARE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOLDEN SOFTWARE, LLC AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH MAY VARY BY STATE OR JURISDICTION.

INFRINGEMENT INDEMNITY.

Golden Software agrees to indemnify and hold harmless LICENSEE, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of any third party action or threatened action brought against LICENSEE based on Golden Software's violation misuse, misappropriation, or infringement of any Intellectual Property Right.

CUSTOMER REMEDIES.

WITH THE EXCEPTION OF INDEMNIFICATION OBLIGATIONS, GOLDEN SOFTWARE LLC'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL NOT EXCEED THE PRICE PAID FOR THE SOFTWARE PRODUCT.

NO LIABILITY FOR DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GOLDEN SOFTWARE, LLC OR ITS SUPPLIERS 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 GOLDEN SOFTWARE, LLC PRODUCT, EVEN IF GOLDEN SOFTWARE, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Should you have any questions concerning this AGREEMENT, or if you desire to contact Golden Software, LLC for any reason, please contact us:

Golden Software, LLC, PO Box 281, Golden, CO 80402 | sales@goldensoftware.com | 303-279-1021

This Educational Site License Agreement is bound to the terms above. These conditions apply to all Golden Software products sold as part of an Educational Site License. Software sold as Educational Site License is licensed to the institution indicated in this agreement and are non-transferrable to any other entity, agency, or corporation.

_____, (Qualified Educational Institution) hereinafter referred to as "LICENSEE," affirms that the below software package(s), hereinafter referred to as "SOFTWARE PRODUCTS," will be used solely for educational, research, or administrative purposes, as detailed below.

Review each of the following statements and initial to verify your compliance:

_____ I agree that I shall use SOFTWARE PRODUCTS only for educational/research/administrative purposes and that any for-profit use of SOFTWARE PRODUCTS is strictly prohibited.

_____ I certify that the LICENSEE is a Qualified Educational Institution within _____ (country)

_____ I understand the SOFTWARE PRODUCTS licensed under the Golden Software Educational Site License Agreement will become inaccessible if the license is not renewed by the expiration date.

_____ I certify I am authorized to sign this document on behalf of the LICENSEE.

Signed: _____ Date: _____

Printed name: _____

Complete the below information for the primary contact (license administrator) of the software at your institution.

Name: _____

Title: _____

Institution: _____

Address: _____

Email: _____

Phone: _____

.....
University Stamp

Please send a copy of the completed and signed form to sales@goldensoftware.com.

An Estimate will be provided for the cost of the software licenses. The Estimate contains applicable terms procured or subscribed for fees and related details. The Estimate is hereby subject to the terms of this Agreement.

Technical Details

Product #1 Name _____

Is a 500-seat concurrent license sufficient to be effectively unlimited use? YES or NO

If No, how many seats are required? _____

How many license servers will you use? _____

If multiple servers, specify the number of seats per server _____

By default, the concurrent license includes the option to check out a seat up to 30 days for use off of the license server network. Is this satisfactory? YES or NO

If No, specify the preferred maximum checkout time period: _____ (0 – 45) days. Specifying 0 will disable the license checkout/commuting function.

Preferred license agreement date _____

Product #2 Name _____

Is a 500-seat concurrent license sufficient to be effectively unlimited use? YES or NO

If No, how many seats are required? _____

How many license servers will you use? _____

If multiple servers, specify the number of seats per server _____

By default, the concurrent license includes the option to check out a seat up to 30 days for use off of the license server network. Is this satisfactory? YES or NO

If No, specify the preferred maximum checkout time period: _____ (0 – 45) days. Specifying 0 will disable the license checkout/commuting function.

Preferred license agreement date _____

Product #3 Name _____

Is a 500-seat concurrent license sufficient to be effectively unlimited use? YES or NO

If No, how many seats are required? _____

How many license servers will you use? _____

If multiple servers, specify the number of seats per server _____

By default, the concurrent license includes the option to check out a seat up to 30 days for use off of the license server network. Is this satisfactory? YES or NO

If No, specify the preferred maximum checkout time period: _____ (0 – 45) days. Specifying 0 will disable the license checkout/commuting function.

Preferred license agreement date _____

Golden Software concurrent-use licenses are locked to the license server hardware using a unique signature generated from the Windows UUID, CPU ID, and MAC Address. If any of the mentioned locking criteria change often on your license server, please contact your Golden Software representative or sales@goldensoftware.com for a custom license.