

**Third Party Software Licence Terms**  
**OpenInsight**  
**Version 0.3**  
**Released: 15.07.2016**

## OPENINSIGHT LICENCE TERMS

OpenInsight software is a third party software product licensed by Revelation Software.

A Customer's use of OpenInsight is governed by the Software Licence Agreement referenced below, the current versions of which (as at the release date of this document) are set out in Annex A and Annex B

For OpenInsight software version 8.0.8 and below, please see terms at:

<http://www.revelation.com/index.php/products/openinsight/16-revelation/74-openinsight-8-0-8-and-below-software-license-agreement>

For OpenInsight software version 9.0 and above, please see terms at:

<http://www.revelation.com/index.php/products/openinsight/16-revelation/73-openinsight-9-0-and-above-software-license-agreement>

## ANNEX A

### **OpenInsight 8.0.8 and Below Software License Agreement**

Created on Tuesday, 02 July 2013 14:56

Written by Robert Catalano

#### Table of Contents

- I. Grant of License
- II. Term of Agreement
- III. Limited Warranty
- IV. Limitation of Liability
- V. Severability
- VI. Government Restrictions
- VII. Applicable Law; Legal Proceedings
- VIII. Restrictions
- IX. Transfer of Software
- X. Upgrading
- XI. Exports
- XII. Audit
- XIII. Entire Agreement

#### Exhibit A

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND REVELATION SOFTWARE (Revelation). READ THESE TERMS AND CONDITIONS BEFORE OPENING THE MEDIA PACKAGE AND/OR INSTALLING OR DOWNLOADING THE PRODUCT. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD PROMPTLY RETURN THE PRODUCT TO REVELATION OR ABORT THE DOWNLOAD SESSION. This AGREEMENT governs the use of the software and documentation contained in the OpenInsight Products. Installation, copying, downloading, or any other use of the software indicates your agreement with the terms and conditions set forth.

## I. GRANT OF LICENSE

Revelation grants Company a non-exclusive license to install and use one (1) copy of the software and one (1) copy of the documentation on one (1) computer. Company may make one (1) copy of the software for backup purposes only consistent with and under the limitations of 17 U.S.C. § 117. All other rights are reserved to Revelation. This software is protected by copyright law, international copyright treaty and by Revelation's defined licensing requirements.

### Ia. OpenInsight Development License

Every individual who assists in the creation, maintenance, testing and support of OpenInsight applications must have a development software license. Proper licensing can be determined by ensuring each individual has a copy of OpenInsight with a unique serial number. Included in the OpenInsight Development Kit is the Collaborative Development Pack. This disk is applied to an OpenInsight license that resides on the network server and increments the number of concurrent developers that can access that copy of OpenInsight. For example, if five developers require access to OpenInsight on a network, each of the five developers would apply his or her Collaborative Development Pack to a single copy of OpenInsight on the network. The Collaborative Development Pack can not be used as an additional copy of OpenInsight, it can only be used by the developer who licensed the original OpenInsight Development License.

Every OpenInsight Network Development Ready user must be properly licensed. Revelation provides these licenses via TeamWorks. TeamWorks increases the number of concurrent development users (in increments of 1, 3, or 5). TeamWorks cannot be duplicated nor applied more than once. TeamWorks licenses cannot be distributed to more than one server. If you need to deploy the application on multiple servers, additional TeamWorks must be licensed.

Every individual who accesses the "For WORKS Subscribers" section for up-grades, content, services, etc. must have an active WORKS Subscription. Proper licensing can be determined by ensuring each individual has his/her own unique user name and password. A WORKS Subscription is not transferable or shareable (i.e. multiple users logging in using the same user account).

### Ib. OpenInsight Deployment License

Runtime license provides one end user use of an OpenInsight application; however, it does not allow the user to change or modify the application. Applications are delivered using a Runtime license when the application is fixed, and cannot be modified. The Runtime license specifically prohibits the ability to create files, create or modify dictionaries, create or delete indexes, as well as any application component (such as reports, forms, programs, etc.). The OpenInsight Runtime license specifically differs from the Advanced Revelation runtime license by prohibiting the modification of database components. See attached Exhibit A - Programs prohibited for use with a Runtime License.

\*Please note: The Runtime license is available at no additional charge. To obtain software please complete the Runtime license agreement.

### Runtime Network License (SDP)

Every OpenInsight Network Runtime user must be properly licensed. Revelation provides these licenses via Server Deployment Packs (SDP). The SDP performs two functions: it increases the number of concurrent users (in increments of 1,3, 5, Enterprise for Workgroups A - 250 users, Enterprise for Workgroups B\* - 500 users or Enterprise for Workgroups C \*- 1000 Users), and enables communication to the network. A SDP cannot be duplicated nor can it be applied more than once. If an SDP has been applied to a license, that license cannot be distributed to more than one server. If you need to deploy the application on multiple servers, additional SDPs must be licensed.

### Runtime Server License - Enterprise SDP

The Runtime Server License enables a large number of users to access an OpenInsight Runtime license residing on a single server. The Enterprise SDP cannot be duplicated nor applied more than once. The Enterprise Runtime Server License is available in three increments: Enterprise A is for 250 users, Enterprise B\* for 500 users and Enterprise C\* for 1000 users. If an Enterprise SDP has been applied to a license, that license cannot be distributed to more than one server. If you need to deploy the application on multiple servers, additional Enterprise SDPs must be licensed.

### Revelation Network Products

The Revelation NLM, NT Service or Windows 2000 Service are licensed per server. The implementation and use of these products work in conjunction with properly licensed network user licenses (OpenInsight SDPs, RSDPs, or Advanced Revelation Lan-packs). A Network Product cannot be duplicated nor applied more than once. If you need to deploy the application on multiple servers, additional Network Products must be purchased.

### Revelation ODBC Driver

The Revelation ODBC driver is a module that allows other applications to access Revelation's multi-valued, Linear Hash data. It allows either one or five concurrent users a read-only connection. The ODBC Driver cannot be duplicated, applied more than once, or applied to a different OpenInsight license than the one for which it was originally purchased.

### Web Application Server License (WDP)

The Web Deployment Pack (WDP) is a module which enables the publication of Revelation data to the World Wide Web. The WDP provides users with access to application extensions within the context of a web browser or HTTP enabled tool. It has no effect on the licensing of networked concurrent users. All users who require standard network access to the application must be properly licensed using the appropriate Network User license (OpenInsight SDPs, and RSDPs). The WDP can be installed on only one web server. If additional web servers are required, separate WDP licenses must be purchased for each web server. The WDP is not required for those sites using Revelation's OECGI technology with a non-persistent connection.

## II. TERM OF AGREEMENT



The term of this Agreement shall commence on the date Company receives the product. This Agreement remains in effect until terminated. This Agreement shall automatically terminate without notice if you fail to comply with any term or condition of this Agreement. Upon termination of this Agreement, Company shall cease use of the Product and, upon request, return to Revelation or certify destruction of the Product, including documentation and any related materials.

### III. LIMITED WARRANTY

Revelation Software warrants the physical media and physical documentation provided by Revelation Software to be free of defects in materials and workmanship for a period of ninety (90) days from the original purchase date. If Revelation Software receives notification within the warranty period of defects in materials or WORKMANSHIP, and determines that such notification is correct, Revelation Software will replace the defective media or documentation. YOU MAY NOT RETURN ANY PRODUCT UNTIL YOU HAVE OBTAINED A RETURN AUTHORIZATION NUMBER FROM REVELATION SOFTWARE'S CUSTOMER CARE DEPARTMENT. REVELATION SOFTWARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER IMPLIED TERMS ARE EXCLUDED.

Specifically, Revelation Software makes no representation or warranty that the software or documentation is "error-free" or meet any user's particular standards, requirements, or needs. In all events, any implied warranty, representation, condition, or other term is limited to the physical media and documentation and is limited to the 90-day duration of the limited warranty.

### IV. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REVELATION OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, EVEN IF REVELATION 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 RECIPIENT.

IN NO EVENT SHALL REVELATION'S TOTAL LIABILITY TO RECIPIENT FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY RECIPIENT (IF ANY) FOR THE PRODUCT.

### V. SEVERABILITY

If any provision of this Agreement is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have



failed of its essential purpose, all limitations of liability and exclusions of damages set forth shall remain in effect.

## VI. GOVERNMENT RESTRICTIONS

Use, duplication or disclosure of the software and documentation in this package, by the U.S. Government is subject to the restricted rights applicable to commercial software under clauses 52.227-19 of the FAR and 252.227-7013 of the DFARS.

## VII. APPLICABLE LAW; LEGAL PROCEEDINGS

This Agreement shall be deemed to have been executed and delivered within the State of New Jersey and this Agreement and the rights and obligations of Revelation and Company shall be construed, interpreted and governed under the laws of the State of New Jersey, U.S.A. Company absolutely and irrevocably consents and submits to the jurisdiction and venue of the courts of the State of New Jersey and of any federal court located in the State of New Jersey in connection with any actions or proceedings arising out of or relating to this Agreement and agrees that any actions or proceedings arising out of or relating to this Agreement shall be brought in the courts of the State of New Jersey or in the United States District Court for the District of New Jersey, Eastern District. In any such action or proceeding, Company hereby absolutely and irrevocably waives personal service of any summons, complaint, declaration or other process and hereby absolutely and irrevocably agrees that service thereof may be made by certified first class mail directed to Company at the address set forth below.

## VIII. RESTRICTIONS

You may not alter, merge, modify or adapt the software in any way including disassembling or decompiling . You may not rent, loan, or lease the software or any copy.

## IX. TRANSFER OF SOFTWARE

You may transfer all of your rights to use the software to another person within the same company, provided that you transfer to that person all of the software, CD's, diskettes, and documentation provided in this package (including this statement), and transfer or destroy all copies in any form. Once you transfer the software, you no longer have any right to use it. The person to whom it is transferred may use it only in accordance with the copyright law, international treaty, and this statement.

If the Company merges with, is acquired by, or otherwise sells or transfers all or substantially all of its business to a third party, the Company may assign this Agreement to the third party and agrees in writing prior to any such transfer, to be bound by all of the terms and conditions of this Agreement. Except as set forth above, this Agreement shall not be assigned or transferred without the written consent of Revelation Software.

## X. UPGRADING

An upgrade version of the software constitutes a single product. An upgrade and the original software that you upgraded cannot both be available for use at the same time, cannot be

applied to more than one licensed product, and cannot be transferred separately, without written permission from Revelation Software.

## XI. EXPORTS

Company understands that the product is subject to regulations by agencies of the United States Government as well as laws and regulations of other applicable countries which prohibit export or diversion of certain technical products to certain countries and individuals. Company shall comply in all respects with all applicable export and re-export restrictions applicable to the product or related materials.

## XII. AUDIT

During the term of this Agreement, Company shall permit Revelation Software or Revelation Software's authorized representative, upon reasonable notice and during normal business hours, to (a) inspect and audit the Company's books and records relating to this Agreement and (b) perform data processing audits to ensure compliance with this Agreement.

## XIII. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the agreement between Company and Revelation Software regarding the subject matter hereof and supersedes all agreements and any other communications, whether oral, written or implied, between Company and Revelation Software. This Agreement may be modified, changed, or revised only by a written agreement between Company and an authorized officer of Revelation Software.

### EXHIBIT A: Programs Prohibited for use with a Runtime License

<b>Program Name</b>	<b>Description</b>
CREATE_FILE	Create a new file
CREATE_TABLE	Create a new file
CREATE_INDEX	Create a new index (btree, xref, relational)
CREATE_SYMBOLIC	Create a new symbolic/calculated field
CREATE_VOLUME	Create a directory (folder) to store LH files
DEFINE_STRUCT	Allows you to access external DLLs
DEFINE_DATABASE	Save a database image (.DBT)
DS_CHILD	Create a new dataset
CREATESWAP_NEWDB	Swap/change the current database
DELETEFILE.SUB	Delete a file
DELETE_INDEX	Delete an index (btree, xref, relational) file
DICT.MFS	Disables the ability to issue the following: CLEARFILE - Delete all the fields WRITE - Create or change fields. DELETE - Delete a field.
HELP_CHILD	Create User Help



MSG_CHILD	Create messages
POPUP_CHILD	Create popups
RECOMPILE_PROC	Recompile a stored procedure
RENAME_TABLE	Rename a table
REV_COMPILER	Compile programs
RTP5	Compile programs and dictionaries
RWD_CREATEPREVIEW	Create a preview for an OI HTML Form
SET_APP_INFO	Set username, password, application info and encrypts; create new application
SET_MFS	Place an MFS on a file (Quickdex, SI, custom)
SQLEXP_CREATE	Create Data Warehouse
SQLEXP_MANAGER	Allow access into Data Warehouse Manager
SQLEXP_SELECT	Select rows to put into Data Warehouse
SQLEXP_WIZARD	Data Warehousing creation Wizard
REPOS.DATASOURCE.CONNECTION.DESTROY	Delete a connection object
REPOS.DATASOURCE.CONNECTION.WRITE	Create/modify connect.object
REPOS.DBCOMPONENT..DESTROY	Delete any database component
REPOS.DBCOMPONENT.DATASET.DESTROY	Delete a dataset
REPOS.DBCOMPONENTEXE.DATASET.DESTROY	Delete a dataset component
REPOS.OIWIN..COMPILE	Compile an OpenInsight Form
REPOS.OIWIN..DESTROY	Delete an OpenInsight Form
REPOS.OIWIN..NEW	Create an OpenInsight Form
REPOS.OIWIN..TDESTROY	Tree delete a Form
REPOS.OIWIN..WRITE	Modify an OpenInsight Form
REPOS.OIWINEXE..DESTROY	Delete a Form Executable
REPOS.OIWINEXE..NEW	Create a Form Executable
REPOS.OIWINEXE..TDESTROY	Tree delete a Form Executable
REPOS.OIWINEXE..WRITE	Modify an OpenInsight Form Executable
REPOS.POPUP..DESTROY	Delete a Popup
REPOS.POPUP..NEW	Create a Popup
REPOS.POPUP..WRITE	Modify a Popup
REPOS.STPROC..COMPILE	Compile a stored procedure
REPOS.STPROC..DESTROY	Delete a stored procedure
REPOS.STPROC..NEW	Create a new stored procedure
REPOS.STPROC..UPDATE	Modify a stored procedure
REPOS.STPROC..WRITE	Modify a stored procedure
REPOS.STPROCEXE..DESTROY	Delete object code
REPOS.STPROCEXE..NEW	Create object code
REPOS.STPROCEXE..TDESTROY	Tree delete object code
REPOS.STPROCEXE..UPDATE	Modify object code
REPOS.STPROCEXE..WRITE	Modify object code

\* Sites using Developer Class Licenses are subjected to an annual license renewal fee. Contact Revelation for Details.

## ANNEX B

### OpenInsight 9.0 and Above Software License Agreement

Created on Tuesday, 02 July 2013 14:50

Written by Robert Catalano

#### Table of Contents

- I. Grant of License
- II. Annual License Renewal
- III. Term of Agreement
- IV. Limited Warranty
- V. Limitation of Liability
- VI. Severability
- VII. Government Restrictions
- VIII. Applicable Law; Legal Proceedings
- IX. Restrictions
- X. Transfer of Software
- XI. Upgrading
- XII. Exports
- XIII. Audit
- XIV. Entire Agreement

#### Exhibit A

### Software License Agreement

This document defines the terms and conditions regarding the licensing of Revelation Software products from development through deployment. By clicking on the “Yes” button on the Software License Agreement window, you agree to abide by the terms and conditions of this license agreement. If you have any questions, please contact your region’s Customer Service Department:

- In North America, South America and Canada (800) 262 4747 or (201) 594 1422
- In Australia, New Zealand and Asia Pacific +64 (9) 534 9134
- Europe, the Middle East and Africa +44 (0)208 912 1000
- All other geographic locations (800) 262 4747 or (201) 594 1422

### OpenInsight 9.0 and above License Agreement

THIS IS A LEGAL AGREEMENT BETWEEN YOU (Licensee) AND REVELATION SOFTWARE (Revelation). READ THESE TERMS AND CONDITIONS BEFORE OPENING THE MEDIA PACKAGE AND/OR INSTALLING OR DOWNLOADING THE PRODUCT. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD PROMPTLY RETURN THE PRODUCT TO REVELATION OR ABORT THE INSTALLATION PROCESS. This AGREEMENT governs the use of the software and documentation contained in the OpenInsight Products. Installation, copying, downloading, or any other use of the software indicates your agreement with the terms and conditions set forth.

## I. GRANT OF LICENSE

Revelation grants Licensee a non-exclusive license to install and use one (1) copy of the software and one (1) copy of the documentation on one (1) computer. Licensee may make one (1) copy of the software for backup purposes only consistent with and under the limitations of 17 U.S.C. § 117. All other rights are reserved to Revelation. This software is protected by copyright law, International copyright treaty and by Revelation's defined licensing requirements.

### The Works

The OpenInsight development suite is delivered through a subscription package known as 'The WORKS'. This developer focused package includes a full development copy of OpenInsight and access to the "WORKS Subscribers" section of the Revelation.com website. In addition, The WORKS provides access to technical support facilities provided by Revelation.

Every OpenInsight WORKS developer must be properly licensed at all times through a WORKS or a TeamWORKS license. WORKS and TeamWORKS licenses are registered to a named individual at the time of purchase. WORKS and TeamWORKS licenses are not transferable or shareable without the express written permission of Revelation following due consideration of the facts surrounding the request for transfer.

An individual copy of The WORKS product includes one (1) OpenInsight installation CD. This CD installs a single user development copy of OpenInsight on the appropriate computer. Additional developer licenses can be applied to this license through the purchase of TeamWORKS. TeamWORKS licenses are supplied electronically and they are available in 1, 3 and 5-user increments. WORKS and TeamWORKS licenses cannot be duplicated nor applied more than once. WORKS and TeamWORKS licenses cannot be distributed to more than one server. If Licensee needs to install the development software on multiple servers, additional copies of OpenInsight WORKS and TeamWORKS must be purchased.

Every individual who accesses the "WORKS Subscribers" section on the revelation.com website for upgrades, WORKS content, services, etc. must have an active Works Subscription. Proper licensing can be determined by ensuring each individual has his/her own unique user name and password. Login details are personal to the individual and cannot under any circumstances be shared with another individual, colleague or otherwise. A Works Subscription is not transferable or shareable (i.e. multiple users logging in using the same user account).

### Installation of a TeamWORKS development environment

The initial OpenInsight WORKS license provides Licensee with a full installation of the software as a single user developer license. This is identifiable by a serial number in the format of *Wnnnnnnnn* (where n represents an alphanumeric character) that is pre-registered to the Licensee at the time of purchase. This license counts as the first OpenInsight license.

If there is more than one developer, additional developers are added to the OpenInsight WORKS development license through a supplied authorization code via the purchase of TeamWORKS licenses. Each additional WORKS user is applied into an OpenInsight license that resides on the network server and increments the number of concurrent licensed WORKS developers that can access that copy of OpenInsight.

For example, if five WORKS developers require access to OpenInsight on a network, the first WORKS developer license will be the installation of the OpenInsight Installation CD. The remaining four WORKS developers would apply the appropriate authorization code to the single copy of OpenInsight



on the network. OpenInsight WORKS development licenses cannot be distributed to more than one server. If you need to install the development software on multiple servers, additional copies of OpenInsight WORKS must be purchased.

The only variation to this is where the WORKS subscriber needs to work both on the office based central server and also remotely on their own personal laptop, for instance supporting a client on-site or working from home or a satellite office without direct connectivity to the central office server hosting the TeamWORKS license. In such instances, one (1) copy of the software and one (1) copy of the documentation may be installed on one (1) office server AND one (1) additional copy of the software may be installed as a 'single user license' (using the original installation CD) onto the licensed WORKS subscribers personal laptop. This variation does NOT provide for additional developers and Licensee must take all necessary steps to ensure that only the named developers use the WORKS and TeamWORKS license as per the registration and License. Installing a 5-user TeamWORKS license on the office server and an additional license on one of the developer's laptop does not provide for six people to use the licenses. Only five licenses may still be used at anyone time.

On occasion, Licensee may legitimately find it necessary to install a duplicate copy of the software for pre-release testing or testing of a new OpenInsight or Universal Driver release prior to inclusion into the production environment. This license makes no provision for this eventuality as Revelation, from time to time, provide single user copies of the software in the form of both beta and evaluation licenses of OpenInsight for such purposes. However, Revelation shall consider each application on its own merits and were short period testing is required, and extension to this license may be given in writing. Only following official written authorization may a temporary license be installed.

### **OpenInsight Single User Runtime Deployment License**

Each WORKS license provides the registered developer with the ability to create an infinite number of Single User Runtime licenses via the Runtime Deployment Kit. Single User Runtime licenses can be identified by an *Xnnnnnnnn* serialized license file that is tied to the issuing developer license.

Single User Runtime licenses can only be installed on stand alone computers and workstations. Specifically, they cannot be installed on a file server or accessed across any network. The only exception to this is where a properly licensed WORKS subscriber uses a remote assist dial in facility, or network share, to offer remote support for a technical issue or one-on-one training session.

The Single User Runtime License provides one end-user full use of an OpenInsight application; however, it does not allow the user to change or modify the application. Applications are delivered using a Runtime license when the application is fixed, and cannot be modified. The Runtime license specifically prohibits the ability to create files, create or modify dictionaries, create or delete indexes, as well as any application component (such as popups, forms, programs, etc.) as listed in Exhibit A. A Runtime license is not subject to an annual license renewal fee.

### **Network User License (NUL)**

Every OpenInsight Network User License user must be properly licensed. A Network User License uses a Developer Class engine that can be identified by a serial number in the format of *Dnnnnnnnn* (where n represents an alphanumeric character) which is unique to the Licensee that the license was originally purchased for and as pre-registered to at the time of purchasing the license. The Network User License enables a single user or multiple users to create files, create or modify dictionaries, create or delete indexes, as well as any application components (forms, programs, menus, etc). Specifically, it does not allow applications to be deployed. Network User Licenses are available in increments of any number of users. They are supplied electronically for use on one (1) installation of one (1) unique site specific OpenInsight serial number. A Network User License cannot be duplicated nor can it be applied more than once. If Licensee needs to deploy the application on

multiple servers, additional Network User Licenses must be licensed or Enterprise Licensing must be purchased.

#### **Network User License – Desktop Edition**

This license includes one (1) Network User License File and serial number which can have a maximum of five (5) users on a single server. This license includes Revelation Software's Universal Network Driver (NUL). This license is subject to and requires payment of an annual license renewal fee.

#### **Network User License – Server Edition**

This license includes one (1) Network User License File and serial number, which can have an unlimited number of users on a single server. This license includes Revelation Software's Universal Network Driver (NUL). This license is subject to and requires payment of an annual license renewal fee.

#### **Network User License – Enterprise “A” Edition**

This license includes one (1) or more Network User License Files and serial number for a minimum of seventy five (75) concurrent users. These license files can be applied across multiple servers within the Enterprise. This license also includes Revelation Software's Universal Network Driver (NUL). This license is subject to and requires payment of an annual license renewal fee.

#### **Network User License – Enterprise “B” Edition**

This license includes one (1) or more Network User License Files and serial numbers for a minimum of one hundred and fifty (150) concurrent users. These license files can be applied across multiple servers within the Enterprise. This license also includes Revelation Software's Universal Network Driver (NUL) and/or Universal Driver Heavy. This license is subject to and requires payment of an annual license renewal fee for both the Network User License and the Universal Driver Heavy.

#### **Web User License**

A Web User License enables the publication of Revelation data to the World Wide Web. The Web User License provides users with access to application extensions within the context of a web browser or HTTP enabled tool. It can be used in conjunction with Network User Licenses for both testing and production web environments:

**I. Testing** - Communicating to the OpenEngine via OECGI using a persistent connection requires a minimum of one (1) Web User License. This license is designed for developer use to test their web application development, without the need to invest in a multi-user Web User license.

**II. Production** - Communicating to the OpenEngine via OECGI, OECGI2 or OECGI3 using a dynamic connection requires a minimum of (10) Web User Licenses.

#### **Revelation Network Products**

The Revelation Universal Driver, Universal Driver (NUL), Universal Driver Heavy are licensed per server. The implementation and use of these products work in conjunction with properly licensed network user licenses (OpenInsight Network User Licenses, Web User Licenses, OpenInsight SDPs, or Advanced Revelation Lanpacks). A Network Product cannot be duplicated nor applied more than once. If you need to deploy the application on multiple servers, additional Network Products must be purchased or Enterprise licensing must be purchased.

## II. ANNUAL LICENSE RENEWAL

Network User Licenses for OpenInsight 9.0 and above are subject to an Annual License Renewal fee. The annual license renewal fee is charged one (1) year from the date of initial license purchase. Failure to provide full payment of the annual license renewal fee is a direct violation of this Agreement.

Failure to settle any Annual License Fee invoice prior to the license expiry date will result in a reminder window popping up during the software start-up phase. This reminder will begin ten (10) days prior to the expiry and access to the software will be provided following the user acknowledging the notification by clicking the window's OK button. Following expiry, the license expired window will show for a variable length of time before allowing the user access to the software. Access to the software will not be blocked, but users will need to acknowledge the reminder screen. Consideration therefore needs to be made by the Licensee for any automated system processes that consume a license count; e.g., a web process.

A new license file will be provided electronically on payment of the Annual License Fee. This is a twenty-five character alpha-numeric key that can be entered by a Licensee authorized user using the reauth.exe file found in the main OpenInsight installation directory. Users must be logged out of the software to apply the key.

## III. TERM OF AGREEMENT

The term of this License Agreement shall commence on the date Licensee installs the software. This Agreement remains in effect until terminated. This Agreement shall automatically terminate without notice if Licensee fails to comply with any term or condition of this Agreement. Upon termination of this Agreement, Licensee shall cease use of the Software and, upon request, return to Revelation or certify destruction of the Software, including documentation and any related materials.

Licensee may terminate this License Agreement by removing all instances of the software and documentation from the Licensee's computers and also destroying all instances of the Software and documentation held on backup and other removable media devices. Any and all future reuse of the software requires the purchase of fresh software licenses.

## IV. LIMITED WARRANTY

Revelation warrants the physical media and physical documentation provided by Revelation to be free of defects in materials and workmanship for a period of ninety (90) days from the original purchase date. If Revelation receives notification within the warranty period of defects in materials or WORKMANSHIP, and determines that such notification is correct, Revelation shall replace the defective media or documentation. LICENSEE MAY NOT RETURN ANY PRODUCT UNTIL A RETURN MATERIAL AUTHORIZATION (RMA) NUMBER HAS BEEN OBTAINED FROM LICENSEE'S REGIONAL REVELATION CUSTOMER CARE DEPARTMENT. REVELATION SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER IMPLIED TERMS ARE EXCLUDED.

Specifically, Revelation makes no representation or warranty that the software or documentation is "error-free" or meets any user's particular standards, requirements, or needs. In all events, any implied warranty, representation, condition, or other term is limited to the physical media and documentation and is limited to the 90-day duration of the limited warranty.

## V. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REVELATION OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, EVEN IF REVELATION 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 RECIPIENT.

IN NO EVENT SHALL REVELATION'S TOTAL LIABILITY TO RECIPIENT FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY LICENSEE (IF ANY) FOR THE PRODUCT.

## VI. SEVERABILITY

If any provision of this License Agreement is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth shall remain in effect.

## VII. GOVERNMENT RESTRICTIONS

Use, duplication or disclosure of the Software and Documentation in this package, by the U.S. Government is subject to the restricted rights applicable to commercial software under clauses 52.227-19 of the FAR and 252.227-7013 of the DFARS.

This License Agreement applies to all countries around the world. As such, any other, unspecified, Government restrictions may apply to the Licensee by any Government or Authority of the local geographical location where the Software is being used. It is the Licensee's responsibility to make themselves aware of any such restriction and abide by same.

## VIII. APPLICABLE LAW; LEGAL PROCEEDINGS

This License Agreement shall be deemed to have been executed and delivered within the State of New Jersey, U.S.A. and this License Agreement and the rights and obligations of Revelation and Licensee shall be construed, interpreted and governed under the laws of the State of New Jersey, U.S.A. Licensee absolutely and irrevocably consents and submits to the jurisdiction and venue of the courts of the State of New Jersey and of any federal court located in the State of New Jersey in connection with any actions or proceedings arising out of or relating to this Agreement and agrees that any actions or proceedings arising out of or relating to this Agreement shall be brought in the courts of the State of New Jersey or in the United States District Court for the District of New Jersey, Eastern District. In any such action or proceeding, Licensee hereby absolutely and irrevocably waives personal service of any summons, complaint, declaration or other process and hereby absolutely and irrevocably agrees that service thereof may be made by certified first class mail directed to Licensee at the address set forth below.

## IX. RESTRICTIONS

You may not alter, merge, modify or adapt the Software in any way including reverse engineering, disassembling or decompiling the Software. You may not rent, loan, or lease the software or any copy thereof, except in the specific instance of applications created using the Software being applied in an instance of Software As A Service (SAAS).

## X. TRANSFER OF SOFTWARE

With the exception of OI WORKS licenses, you may transfer all of your rights to use the software to another person within the same organization, provided that you transfer to that person all of the software, CD's, diskettes, and documentation provided in this package (including this statement), and transfer or destroy all copies in any form. Once you transfer the software, you no longer have any right to use it. The person to whom it is transferred may use it only in accordance with the copyright law, international treaty, and this statement.

If the Licensee merges with, is acquired by, or otherwise sells or transfers all or substantially all of its business to a third party, the Licensee may assign this Agreement to the third party. This transfer will be facilitated through Revelation's novation process for which an administration fee may be charged. Licenses may only pass between organizations or individuals following completion of the novation process. As part of the novation process, both the existing Licensee and the proposed new Licensee shall agree in writing prior to any such transfer, to be bound by all of the terms and conditions of this Agreement. Except as set forth above, this Agreement shall not be assigned or transferred without the written consent of Revelation.

## XI. UPGRADING

An upgrade version of the software constitutes a single product. An upgrade and the original software that you upgraded cannot both be available for use at the same time, and cannot be transferred separately, without written permission from Revelation Software.

Upgrades of the software cannot be applied to more than one licensed product. The only exception to this is where a properly licensed WORKS or TeamWORKS subscriber uses their WORKS license to apply OpenInsight or Network product upgrades to deployed systems running on a Runtime or Network User License.

## XII. EXPORTS

Licensee understands that the product is subject to regulations by agencies of the United States Government as well as laws and regulations of other applicable countries, which prohibit export, or diversion of certain technical products to certain countries and individuals. Licensee shall comply in all respects with all applicable export and re-export restrictions applicable to the product or related materials.

## XIII. AUDIT

During the term of this Agreement, Licensee shall permit Revelation or Revelation's authorized representative, upon reasonable notice and during normal business hours, to (a) inspect and audit the Licensee's books and records relating to this Agreement and (b) perform data processing audits to ensure compliance with this License Agreement.

## XIV. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the License Agreement between Licensee and Revelation Software regarding the subject matter hereof and supersedes all agreements and any other communications, whether oral, written or implied, between Licensee and Revelation. This Agreement may be modified, changed, or revised only by a written agreement between Licensee and an authorized officer of Revelation.



## EXHIBIT A

Programs prohibited for use with a Runtime License:

Program Name	Description
CREATE_FILE	Create a new file
CREATE_TABLE	Create a new file
CREATE_INDEX	Create a new index (btree, xref, relational)
CREATE_SYMBOLIC	Create a new symbolic/calculated field
CREATE_VOLUME	Create a directory (folder) to store LH files
DEFINE_STRUCT	Allows you to access external .dll files
DS_CHILD	Create a new dataset
CREATESWAP_NEWDB	Swap/change the current database
DELETEDFILE.SUB	Delete a file
DELETE_INDEX	Delete an index (btree, xref, relational) file
DICT.MFS	Disables the ability to issue the following: CLEARFILE - Delete all the fields WRITE - Create or change fields DELETE - Delete a field
HELP_CHILD	Create User Help
MSG_CHILD	Create messages
POPUP_CHILD	Create popups
RECOMPILE_PROC	Recompile a stored procedure
RENAME_TABLE	Rename a table
REV_COMPILER	Compile programs
RTP5	Compile programs and dictionaries
RWD_CREATEPREVIEW	Create a preview for an OI HTML Form
SET_APP_INFO	Set username, password, application info and encrypts; create new application
SET_MFS	Place an MFS on a file (Quickdex, SI, custom)
SQLEXP_CREATE	Create Data Warehouse
SQLEXP_MANAGER	Allow access into Data Warehouse Manager

<b>SQLEXP_SELECT</b>	Select rows to put into Data Warehouse
<b>SQLEXP_WIZARD</b>	Data Warehousing creation Wizard
<b>REPOS.DATASOURCE.CONNECTION.DESTROY</b>	Delete a connection object
<b>REPOS.DATASOURCE.CONNECTION.WRITE</b>	Create/modify connection object
<b>REPOS.DBCOMPONENT..DESTROY</b>	Delete any database component
<b>REPOS.DBCOMPONENT.DATASET.DESTROY</b>	Delete a dataset
<b>REPOS.DBCOMPONENTEXE.DATASET.DESTROY</b>	Delete a dataset component
<b>REPOS.OIWIN..COMPILE</b>	Compile an OpenInsight Form
<b>REPOS.OIWIN..DESTROY</b>	Delete an OpenInsight Form
<b>REPOS.OIWIN..NEW</b>	Create an OpenInsight Form
<b>REPOS.OIWIN..TDESTROY</b>	Tree delete a Form
<b>REPOS.OIWIN..WRITE</b>	Modify an OpenInsight Form
<b>REPOS.OIWINEXE..DESTROY</b>	Delete a Form Executable
<b>REPOS.OIWINEXE..NEW</b>	Create a Form Executable
<b>REPOS.OIWINEXE..TDESTROY</b>	Tree delete a Form Executable
<b>REPOS.OIWINEXE..WRITE</b>	Modify an OpenInsight Form Executable
<b>REPOS.POPUP..DESTROY</b>	Delete a Popup
<b>REPOS.POPUP..NEW</b>	Create a Popup
<b>REPOS.POPUP..WRITE</b>	Modify a Popup
<b>REPOS.STPROC..COMPILE</b>	Compile a stored procedure
<b>REPOS.STPROC..DESTROY</b>	Delete a stored procedure
<b>REPOS.STPROC..NEW</b>	Create a new stored procedure
<b>REPOS.STPROC..UPDATE</b>	Modify a stored procedure
<b>REPOS.STPROC..WRITE</b>	Modify a stored procedure
<b>REPOS.STPROCEXE..DESTROY</b>	Delete object code
<b>REPOS.STPROCEXE..NEW</b>	Create object code
<b>REPOS.STPROCEXE..TDESTROY</b>	Tree delete object code
<b>REPOS.STPROCEXE..UPDATE</b>	Modify object code
<b>REPOS.STPROCEXE..WRITE</b>	Modify object code
<b>REPORTER .EXE</b>	Design a report

OpenInsight is a trademark of Revelation Software All other brand and product names are trademarks or registered trademarks of their respective holders.