

## SymmetricDS Pro License Agreement

PLEASE READ THIS END USER LICENSE AGREEMENT (“EULA”) CAREFULLY BEFORE USING SOFTWARE FROM JUMPMIND, INC. BY USING THE SYMMETRICDS PRO SOFTWARE, YOU ACKNOWLEDGE YOUR AGREEMENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE SOFTWARE. THIS END USER LICENSE AGREEMENT NOT PROVIDE ANY RIGHTS TO SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) REGARDING SERVICES AND ASSOCIATED PAYMENTS.

### 1. Definitions

“**Jumpmind**” means Jumpmind, Inc., an Ohio corporation with its principal place of business at 8999 Gemini Parkway, Columbus, OH 43240 USA. Jumpmind is the developer and provider of the SymmetricDS Pro Software.

"**Software**" means the SymmetricDS Pro computer programs contained in this product, and any updates to the programs provided by Jumpmind, Inc.

“**Customer**” means the entity utilizing the Software

"**Software License Key**" means a serial number issued to you by Jumpmind to activate and use the Software

### 2. Evaluation Licenses

2.1 **General.** The Software may be activated with a no cost evaluation Software License Key. You acknowledge that the Evaluation Software License Key has an expiration date ("Expiration Date") and that Jumpmind is not obligated to permit Customer further use of the Software after the expiration date has passed.

2.2 **Evaluation License.** If you activate the Software with an evaluation Software License Key you may use the Software to evaluate the suitability of the Software for your business purposes until the Expiration Date has passed (“Evaluation Period.”) Once the Evaluation Period is over, you must terminate use of the Software, or purchase a Software License Key. An annual software license key can be obtained by purchasing a support contract from Jumpmind. Information on support contracts can be found on the Jumpmind website at

<https://www.jumpmind.com>. An Evaluation License may not be used for any production business processes or purposes.

**2.3 Evaluation License Warranty Disclaimer.** IF YOU ARE USING THE SOFTWARE WITH AN EVALUATION SOFTWARE LICENSE KEY, THE SOFTWARE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. JUMPMIND AND ITS LICENSORS BEAR NO LIABILITY FOR ANY DAMAGES RESULTING FROM USE (OR ATTEMPTED USE) OF THE SOFTWARE DURING OR AFTER THE EXPIRATION DATE.

### **3. GRANT AND USE RIGHTS FOR SOFTWARE.**

**3.1 License.** The Software is licensed, not sold. Subject to the terms of this EULA and the accompanying Jumpmind Support Subscription Agreement, Jumpmind hereby grants you a non-exclusive, non-transferable license, without rights to sublicense, to use the Software for the time period and Support Subscription Parameters set forth in the associated Jumpmind Support Subscription Agreement and Customer Order Form. Upon acceptance of the Jumpmind Support Subscription Agreement, a Software License Key will be provided by Jumpmind. You may use the documentation accompanying the Software in connection with permitted uses of the Software.

**3.2 License Limitations.** You may not copy the Software except for a reasonable number of machine-readable copies of the Software for backup or archival purposes and except as expressly permitted in this EULA. You may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings on the Software. You are not granted any rights to any trademarks or service marks of Jumpmind. Jumpmind retains all rights not expressly granted to you in this EULA.

**3.3 Restrictions.** You may not (i) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Software or the Software License Key to another party; (ii) provide, disclose, divulge or make available to, or permit use of the Software in whole or in part by, any third party without Jumpmind's prior written consent; or (iii) create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software, any additional licensing terms provided by Jumpmind via product documentation, notification, and/or policy change, and/or the terms of this EULA. Except to the extent expressly permitted by applicable law, and to the extent that Jumpmind is not permitted by that applicable law to exclude or limit the rights in this Section, you may not decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part.

**4. TITLE.** Jumpmind retains all right, title, and interest in and to the Software and the Software License Key and in all related copyrights, trade secrets, patents, trademarks, and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals, and extensions of such rights.

### **5. TERMINATION**

**6.1 Termination.** Jumpmind may terminate this EULA with thirty (30) days written notice if you fail to comply with any term of this EULA.

**6.2 Effect of Termination.** In the event of termination, you must destroy all copies of the Software and Software License Key. In addition you must remove all copies of the Software, including all backup copies, from all computers and terminals on which it is installed.

## **7. NO WARRANTY, LIMITATION OF LIABILITY**

**7.1 NO WARRANTY.** JUMPMIND PROVIDES THE SOFTWARE WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS EULA OR COMMUNICATION WITH YOU, AND JUMPMIND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**7.2 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW, IN NO EVENT WILL JUMPMIND BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. JUMPMIND'S LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEES, IF ANY, PAID BY YOU FOR THE SOFTWARE LICENSED TO YOU UNDER THIS EULA. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER JUMPMIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **8. GENERAL**

**8.1 Entire Agreement.** This Agreement sets forth Jumpmind's entire liability and your exclusive remedy with respect to the Software and supersedes the terms of any purchase orders and any other communications or advertising with respect to the Software. You acknowledge that this Agreement is a complete statement of the agreement between you and Jumpmind with respect to the Software, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the Software.

**8.2 Headings.** Headings under this EULA are intended only for convenience and shall not affect the interpretation of this EULA.

**8.3 Waiver and Modification.** No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. This EULA may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted.

**8.4 Severability.** If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected.

**8.5 Governing Law.** This EULA will be governed by Ohio law and the United States of America, without regard to its choice of law principles. The United Nations Convention for the International Sale of Goods shall not apply.

**8.6 Government Restrictions.** You may not export or re-export the Software except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosing of the Software by the U.S. Government shall be governed solely by the terms of this EULA.

**8.7 Software Updates and Usage.** Customer acknowledges that the Software includes the capability to periodically contact Jumpmind's website to check for software updates and send aggregate usage data. Unless opted out, the Software may report to us, and we may collect, the IP address, time zone, version, statistics of features used, the number of configured objects, and the Software License Key configured within the Software.

**8.8 Contact Information.** If you have any questions about this EULA, or if you want to contact Jumpmind for any reason, please direct all correspondence to: Jumpmind, Inc., PO Box 2012, Westerville OH 43086-2012, United States of America or email [sales@jumpmind.com](mailto:sales@jumpmind.com).