

NOTICE TO USER: BY INSTALLING THIS SOFTWARE YOU ACCEPT ALL OF THE FOLLOWING TERMS AND CONDITIONS AND THOSE CONTAINED IN THE ATTACHED LICENSE AGREEMENT. PLEASE READ IT CAREFULLY.

THE ATTACHED SOFTWARE LICENSE AGREEMENT SHALL GOVERN YOUR INSTALLATION AND USE OF THE ACCOMPANYING SOFTWARE AND SHALL ALSO APPLY TO ANY MODIFIED VERSIONS OR UPDATES OF THE SOFTWARE PROVIDED TO YOU BY FRANZ. IF YOU DO NOT ACCEPT OR AGREE WITH THESE TERMS, YOU MAY NOT INSTALL OR USE THE SOFTWARE.

THE SOFTWARE CONSISTS OF TWO PARTS - A BINARY DISTRIBUTION CONTAINING THE ALLEGRO CL 8.0 SOFTWARE, AND THE LICENSE AGREEMENT. YOU ARE REQUIRED TO ACCEPT THE TERMS OF THE LICENSE AGREEMENT BEFORE YOU CONTINUE TO INSTALL THE SOFTWARE. YOU INDICATE YOUR ACCEPTANCE OF THE LICENSE AGREEMENT BY CLICKING "I ACCEPT" FOLLOWING THE AGREEMENT.

## **FRANZ SOFTWARE LICENSE AGREEMENT**

This is a legal agreement between you, the end user, and Franz Inc. ("Franz"). By clicking "I Accept" or otherwise installing the software, you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, do not install the software and promptly contact Franz for a full refund (if applicable). No refund will be paid if Franz determines the software has been downloaded.

### **1. LICENSE**

Franz hereby grants you a non-exclusive, non-transferable license to use the accompanying software product known as "Allegro CL 8.0" and accompanying documentation on the following terms and conditions. You may:

- a. use the program, for your application development purposes only, on the type and capacity of computer for which you have acquired a license, provided you use the program on only one computer at a time;
- b. use the documentation only in support of use of the program authorized in paragraph (a) above; and
- c. make one copy of the program for backup purposes only, provided you reproduce all copyright and other proprietary notices on the copy.

Franz retains ownership of the program and accompanying documentation, and each copy thereof, which are protected by United States copyright law and international treaty provisions. This license grants you certain rights to use the program, as set forth above; it is not a sale.

### **2. RESTRICTIONS**

You may not:

- a. use the program in a network or a multi-user system in which more than one user uses or has access to the program at any one time;
- b. alter, modify, translate, reverse engineer, decompile, disassemble or copy (except for the program backup copy) the program or the accompanying documentation;
- c. loan, rent, sub-license, or otherwise transfer the program or the documentation;
- d. transfer or sublicense any of your rights hereunder;
- e. permit any third party to gain access to the program or documentation;
- f. distribute or use ("deploy") applications developed using the program without a proper runtime license;

- g. share the “license file” (supplied to permit unlocking of licensed programs);
- h. if you have purchased an “Academic” license or are using an Evaluation version, use the program for any commercial purpose; or
- i. if you are using an Evaluation version, use the program to develop or provide services or products for others, develop university-sanctioned research projects and applications or use, distribute or copy the program within a government environment.

Unauthorized copying of the program or the accompanying documentation, or failure to comply with the above restrictions, will result in the automatic termination of this license and will make available to Franz other legal remedies. Franz reserves the right to audit your use of the program.

### **3. NON-COMMERCIAL REDISTRIBUTION RIGHTS FOR THE LICENSEE OF ALLEGRO CL**

Creating your application for distribution or deployment is only permitted using the *generate-application* function called with the *image-only* argument *nil* (Unix and Windows) and, on Windows only, *File/Build Project distribution* menu command or *build-project* function called with *exe-only* specified *nil*. You must utilize one of the functions stated above (hereafter collectively referred to as “Generate Application”) to create your application for distribution and deployment.

For non-commercial Enterprise Edition customers (such as those in academia or open-source community), Franz permits you to distribute or deploy your application packaged as a standard runtime image using Generate Application (subject to the restrictions below in this section) for 12 months after you purchase a license for the Enterprise Edition of Allegro CL, and thereafter you may continue to distribute or deploy your application for each subsequent 12 months if you renew your Enterprise Edition of Allegro CL prior to the end of such 12 month period (please refer to section 9(d) of the Source Code and Support Addendum for details on renewing your license). If you do not renew, then you no longer have this right to distribute or deploy. You may not distribute or deploy runtime applications with license(s) of the Professional Edition of Allegro CL.

Specifically, the above permission grants you a non-exclusive, non-transferable, royalty-free right to reproduce and distribute or deploy your application as a standard runtime application created by Generate Application, provided that you:

- a. are not a commercial, non-profit or government entity (for such entities, please contact [sales@franz.com](mailto:sales@franz.com) or visit [www.franz.com/products/licensing](http://www.franz.com/products/licensing) for additional requirements);
- b. distribute or deploy a standard runtime application, as authorized in clause (g) below, which provides a substantial functionality above and beyond the standard runtime function in Allegro CL;
- c. do not derive any financial benefit or commercial value, or authorize or permit any third party to derive any direct financial benefit or commercial value, in each case directly or indirectly, from such distribution or deployment. (To commercially distribute or deploy copies of your application created by Generate Application for financial benefits, please contact Franz’s sales department to purchase a separate runtime distribution or deployment license.) Without limitation, you may not:
  - (i) use your application for any commercial purposes or direct or indirect financial benefit (including without limitation using the application to support commercial activities, or using the application in a commercial website);
  - (ii) license, rent, or otherwise distribute or deploy your application, directly or indirectly, for a fee or other direct or indirect financial benefit;

- (iii) distribute or deploy your application with related or bundled software or other products for a fee or other direct or indirect financial benefit; or
- (iv) use your application to facilitate the sale or provision of products or services (including related consulting services, support or maintenance fees, or unrelated products or services) for a fee or other direct or indirect financial benefit.
- d. do not use the Franz name, logo, or trademarks to identify or market your software product;
- e. include the Franz copyright notice for the program on your product label and as part of the sign-on message for your software product;
- f. agree to indemnify, hold harmless, and defend Franz from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use, reproduction or distribution of your software product;
- g. are solely responsible to anyone receiving such copies for any support, service, upgrades or technical or other assistance, and such recipients will have no right to contact Franz for such services or assistance;
- h. agree that the permission granted herein is solely for the purpose of using a standard runtime application created by Generate Application to execute specific-purpose application programs written using an authorized copy of the Enterprise Edition of Allegro CL, and you are not authorized to include any files or documentation in the Allegro CL program in any product that is generally competitive with Allegro CL as defined by Franz; and
- i. in distributing your application, (i) prohibit each recipient of the application from reverse engineering, decompiling, or disassembling the application; (ii) prohibit each recipient of the application from using or distributing the application for commercial purposes (as defined herein above); and (iii) specify that Franz shall not be liable to the recipient for any general, special, direct, indirect, consequential, incidental, or other damages.

**4. NO WARRANTY FOR EVALUATION VERSION.** The Evaluation version is a trial version of our product and is licensed free of charge and without warranty. Franz provides the program “as is,” and Franz, its distributors, suppliers and all other persons who have been involved in the creation, production or delivery of the program, disclaim all conditions and warranties of any kind, either express, implied, statutory or otherwise, including but not limited to, any conditions or implied warranties of merchantability, satisfactory quality and fitness for a particular purpose. The entire risk as to the results, quality and performance of the program is with you. Franz makes no warranty of noninfringement of the intellectual property rights of third parties.

#### **5. LIMITED WARRANTY AND DISCLAIMER FOR OTHER VERSIONS**

Franz warrants that, for a period of sixty (60) days from the date of receipt or download of a purchased version of the program, as evidenced by a copy of the program’s license file, (i) the product is free of significant errors in the software that would render it unusable, and (ii) the product is free of defects in materials or workmanship. Franz's entire liability and your exclusive remedy under this warranty (which is subject to your uninstalling the product) will be, at Franz's option and as applicable, to replace defective materials, to remedy demonstrable and significant program errors within a reasonable period of time, to replace the program with functionally equivalent software, or, at Franz's option, to refund the purchase price and terminate this agreement.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, FRANZ AND ITS SUPPLIERS MAKE AND YOU RECEIVE NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND FRANZ SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF

MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. FRANZ DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

#### **6. LIMITATION OF LIABILITY**

FRANZ'S AND ITS SUPPLIERS' AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO A REFUND BY FRANZ OF THE PRICE PAID FOR THE PROGRAM. IN NO EVENT WILL FRANZ OR ITS SUPPLIERS BE LIABLE FOR LOSS OF DATA, LOST PROFITS, COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THE USE OF THE PROGRAM OR ACCOMPANYING DOCUMENTATION OR OTHERWISE ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF FRANZ OR ITS SUPPLIERS OR AN AUTHORIZED DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. YOU ACKNOWLEDGE THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **7. GOVERNMENT USE**

You hereby acknowledge that the program and related documentation are "commercial computer software" provided in accordance with FAR 12.212 and DFARS 227.7202 and are, therefore, subject to Franz's standard licensing terms therefor.

**8. EXPORT CONTROLS.** Neither the program, the documentation nor the underlying information or technology may be downloaded or otherwise exported or re-exported into (or to a national or resident of) any country in violation of the laws and administrative regulations of the United States relating to the control of exports of commodities and technical data. By downloading or using the program, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country.

#### **9. GENERAL**

This agreement will be governed by the laws of the State of California, without reference to conflict of laws principles. This agreement is the entire agreement between Franz and you and supersedes any other communications or advertising with respect to the program and accompanying documentation. If any provision of this agreement is held invalid, the remainder of this agreement shall continue in full force and effect.

If you have any questions concerning this agreement, or otherwise wish to contact Franz, email to: [info@franz.com](mailto:info@franz.com), or write to: **CUSTOMER SERVICE, FRANZ INC., 555 12th St., Suite 1450 Oakland, CA 94607.**