

**c-treeRTG® BTRV – Dev Edition
V3 License Agreement**

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This Agreement sets forth the terms that govern **development** use of the accompanying Software (as said term is defined below). Any installation or use of the Software outside of a Development Environment (as said term is defined below) is strictly prohibited.

This Agreement does NOT in any way address the terms under which Licensee may deploy the Software. **Deployment is only authorized under the terms of a separate production license.**

Definitions:

The following definitions apply throughout this Agreement:

- A. **“c-treeRTG Client-Side”** shall mean the software components licensed by FairCom that allow an application to communicate exclusively with a c-treeRTG Server, and which may include drivers or any other tools or utilities that accompany this Agreement.
- B. **“c-treeRTG Server”** shall mean the multi-threaded SQL database server binary executable file licensed hereunder to function as the database resource for Btrieve® applications.
- C. **“Development Environment”** shall mean any computer hardware and software used exclusively for the purpose of developing software. Any environment that combines software development with any other purpose is not a Development Environment.
- D. **“License Authorization File”** shall mean a computer binary file provided by FairCom that contains unique licensing information. Said licensing information permits the c-treeRTG Server to run on a specified operating system, to support specific features, to operate for a specific time period, and to support a fixed number of concurrent Users and/or CPUs.
- E. **“Production Environment”** shall mean all computer hardware and software used for commercial or business use including but not limited to internal data processing or operations by end users, applications, services, automation or machine learning.
- F. **“Proprietary Information”** means, without limitation, any and all Software source code, object code, binary executable files, data, inventions, patents, discoveries, improvements, trademarks, copyrights, trade secrets, algorithms, mathematical constraints, FairCom confidential information, know-how and ideas embodied in the Software and any and all intangible intellectual property or privileges of a nature similar to the foregoing, including, without limitation, in every case in any part of the world and whether or not registered, whether received by Licensee from FairCom or from any third party under obligation to FairCom to maintain such information as confidential or not.
- G. **“Software”** shall mean all source code, object code, libraries, drivers, binary executable files, documentation, sample/utility programs and media that may accompany this license.
- H. **“Test Environment”** shall mean any environment that is not a Development Environment or a Production Environment.
- I. **“User”** shall mean any person, device or process that accesses the c-treeRTG Server, either directly or indirectly.

License:

1. **Grant of License.**

Subject to all of the terms set forth herein, FairCom grants to Licensee and Licensee accepts the non-exclusive, limited, non-transferrable, non-sublicenseable, right and license for one (1) person to:

- a) install and use the c-treeRTG Client-Side on any number of computers to allow Users to access a c-treeRTG Server exclusively in a Development Environment. Any use of hardware or software that reduces the number of persons, devices, or processes directly accessing the c-treeRTG Server (such as multiplexing or pooling) does not reduce the number of User licenses required; and
- b) install and use the c-treeRTG Server in a Development Environment on one (1) single server computer for each License Authorization File obtained from FairCom. Using a c-treeRTG Server on a different operating system, supporting a greater number of concurrent Users, or beyond the time period specified on the Proof of Entitlement document that accompanies the Software is a violation of this Agreement. The c-treeRTG Server is licensed on a per executable basis. Installing the c-treeRTG Server on more than one (1) server computer is not permitted.

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- d) remove or change any serial number within the Software; or
- e) modify any of the Software's communication controls ("handshake logic") or override any communication protocols within the Software that support the c-treeRTG Client-Side communicating with the c-treeRTG Server.

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4. Development Servers.

This Software package includes a c-treeRTG Server that is to be used by one (1) person for internal development purposes only. Licensee shall not use the c-treeRTG Server for any purpose other than development without first obtaining an additional license from FairCom.

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19. Governing Law.

This Agreement is deemed by FairCom and Licensee to have been executed in Boone County, Missouri in the United States of America ("U.S.A.") and the Agreement and any subsequent amendments shall be construed in accordance with the laws of the State of Missouri, U.S.A. Any litigation concerning or arising out of this Agreement shall be commenced and prosecuted in the Circuit Court of Boone County, Missouri, U.S.A. and Licensee hereby consents to personal jurisdiction in that forum.

20. Compliance Certification and Audit.

Upon FairCom's written request, Licensee shall, within thirty (30) days of receipt of such request, provide FairCom a letter certifying that Licensee is in full compliance with the terms of this Agreement and any amendments hereto. Said letter shall be signed by you personally if you are acting on your own behalf, or by a company officer if you are representing an entity that is an organization, corporation, or other party on whose behalf you are acting. For a period of the Term and three (3) years thereafter, Licensee shall keep accurate books, records and accounts as are reasonably necessary to verify compliance with this Agreement, and shall, upon reasonable notice, permit FairCom or its representatives to inspect all such books, records and accounts and to make extracts from such books no more than once per calendar year. Any audit conducted pursuant to this Agreement shall be performed during normal business hours, with minimal disruption, and at the auditing party's expense.

21. Severability.

Should a court of competent jurisdiction finally adjudicate any particular provision or provisions of this Agreement or any subsequent amendments thereto to be invalid, void or unenforceable, such final adjudication shall not affect the validity of any other provision set forth in this Agreement or such amendments, if any.

22. Waiver.

No failure by FairCom to exercise and no delay in exercising, any privilege, power or right set forth herein, will operate as a waiver thereof, nor will any single or partial exercise by FairCom of any such privilege, right or power set forth herein preclude further exercise by FairCom of any such privilege, right or power set forth herein.

23. Consent.

If at any time FairCom's consent or action is called for hereunder, it shall be at FairCom's sole and absolute discretion. All implied covenants of good faith and fair dealing are hereby disclaimed.

24. Amendments.

To become effective, any and all amendments, modifications, changes, or required consents hereunder obtained from FairCom must be in writing and signed by a duly authorized representative of FairCom.

25. **Survival of Obligations.**

Should this Agreement be terminated for any reason, FairCom's rights and Licensee's obligations under Sections 2, 4, 5, 6, and 10-21 shall survive.

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Licensee agrees that FairCom shall have no responsibilities to provide enhancements to the Software for any reason whatsoever, including but not limited to enabling the Software to operate with any application. Licensee also agrees that this Agreement shall not be construed as creating any obligation of FairCom to enhance, update, or upgrade the Software, or to create any nonexistent products.

27. **Entire Agreement.**

This Agreement constitutes the entire understanding between FairCom and Licensee with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements, understandings, representations or communications between the parties.

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