__Important:__ This is a generic Individual license text that does not specify the target user of the software. However it represents the latest and prevailing end user license agreement text where for each each particular instance __FULL_NAME__ must be interpreted as the actual license holder's full name name, __EMAIL_ADDRESS__ must be interpreted as the actual license holder's E-mail address, __COUNTRY_NAME__ must be interpreted as the actual license holder's country name, and __ORDER_ID__ must be interpreted as the automatically generated order identifier assigned to each particular instance of this license. The user will receive a full copy of this personalized agreement with all field substitutes filled with the actual data upon successful processing of an order submitted by the user.

Individual EULA for JSON Essentials™ for COM/ActiveX

(Revised on 2021-07-31)

THIS SOFTWARE END USER LICENSE AGREEMENT (**"EULA"**) IS A PERSONALIZED LEGAL AGREEMENT BETWEEN **FULL_NAME (EMAIL_ADDRESS, COUNTRY_NAME)** AND THE BUSINESS ENTITY REGISTERED as **Alexander Stoyan**. READ IT CAREFULLY BEFORE INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, THEN DO NOT INSTALL OR USE THE SOFTWARE.

1 DEFINITIONS

1.1 **"Licensee"** means the holder of the license rights granted by this **EULA**.

1.2 **"Licensed Product"** means the **Software** (as defined below), its **Documentation** and any copies it.

1.3 **"Licensor"** means the business entity registered as **Alexander Stoyan** in Canada (Ontario).

1.4 **"Software"** means JSON Essentials™ for COM/ActiveX and all of its components provided to the **Licensee** by the **Licensor** as a result of the successful **Licensee's** order processing by the **Licensor**.

1.5 **"Documentation"** means all user guides, reference manuals, other documentation accompanying **Software** (as defined below), and all other related documentation otherwise made available by the **Licensor**.

1.6 **"Sample Source Code"** means a program code written in any programming language and provided to the **Licensee** by the **Licensor** the only purpose of which is to demonstrate the use of the **Software**.

1.7 **"Executable Module"** means a file provided to the **Licensee** by the **Licensor**, that is either a binary file or a plain text script code that is not a **Sample Source Code** and that can be executed by a computer.

2 LICENSE

2.1 License applicability

This **Software** license is intended for individuals only.

2.2 License Grant

In accordance with the terms and conditions of this **EULA**, the **Licensor** grants the **Licensee** a non-exclusive, nontransferable license to use the **Software** and **Documentation**. All titles and intellectual property rights to and in the **Software**, including, but not limited to, copyrights and trade secret rights, belong to the **Licensor**. The **Licensee** shall not transfer or distribute the **Software** to others (except when it is a permitted use defined by this **EULA**), and this agreement shall automatically terminate in the event of such a transfer or distribution. All titles and intellectual property rights in and to the 3rd-party libraries, components, and content that is not contained in the **Software**, but may be accessed through use of the **Software**, is the property of the respective 3rd-party libraries, components and content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This **EULA** grants the **Licensee** no rights to

use such content except for the specific purpose they are provided therein. All rights not specifically granted under this **EULA** are reserved by the **Licensor**.

2.3 Permitted Uses

Subject to the terms and conditions of this **EULA**, the **Licensee** may do the following:

1. Make backup copies of the **Software** solely for backup purposes as long as all copyrights and other notices are reproduced and included on the backup copy and only the **Licensee** will have access to those backup copies;
2. Transfer the **Software** to a hard disk as long as all copyrights and other notices are reproduced and included on hard disk copy and the copy can be accessed directly or indirectly only by the **Licensee**;
3. Distribute copies of the **Executable Modules** as incorporated into application products produced by the **Licensee** that cannot be treated as competitive software products to the **Software** and where the functionality of the **Software** and its modules do not constitute a major portion of the value of **Licensee's** product;
4. Solely with the respect to the **Documentation**, **Sample Source Code** and this **EULA**, the **Licensee** may make an unlimited number of copies (either in hardcopy or electronic form) and use them as needed as long as all copyrights are included and not other conditions of this **EULA** are violated.

2.4 Prohibited Uses

Notwithstanding anything in this **EULA** to the contrary, the **Licensee** may not do the following:

1. Share the received license token with anyone not covered by this license agreement, or intentionally expose it via the public interfaces of your software, or store it unencrypted in any environment that belongs to anyone not covered by this agreement;
2. Use the **Software** on a server platform;
3. Distribute in any manner the **Software** and/or its **Executable Modules** except as allowed in the **Permitted Uses** section of this **EULA**;

4. Decompile, disassemble or reverse engineer any **Executable Module** of the **Software**;
5. Alternate any integrity sensitive pieces of the **Executable Modules** or related files that are part of the **Software**, including those stored on a media or reflected in a computer memory;
6. Work around integrity validation mechanisms of the **Executable Modules**;
7. Repackage or in any other way hide or obfuscate the **Executable Modules** or related files that are part of the **Software** with the goal to expose their functionality from the wrappers to 3-rd party users as a competitive solution;
8. Expose the interfaces of the **Executable Modules** to 3-rd party users or any other way introduce direct dependencies between the **Executable Modules** and 3-rd party users;
9. Rent or lease the **Software**;
10. Any other use that cannot be classified as a permitted use according to this **EULA**.

2.5 Personalized license

By accepting this **EULA** the **Licensee** agrees that this **EULA** is a personalized license agreement and it will contain information about the **Licensee** which can become publicly accessible due to its inclusion into the license files required for deployed **Executable Modules** and in the version information of the **Executable Modules**, in particular:

- **Licensee's** full name: FULL_NAME
- **Licensee's** E-mail address: EMAIL_ADDRESS
- **Licensee's** country name: COUNTRY_NAME
- **Licensee's** order ID: ORDER_ID

3 EXECUTION

3.1 Placing an order under the Individual license terms assumes no subscription for product updates or support. Every eligible order will result in exactly one delivery of the eligible product update.

3.2 All eligible product updates will be delivered via E-mail provided by the **Licensee** in the order information.

3.3 The Individual license provides access only to the major and minor **Software** updates, i.e. the first or the second version component is changed. The more frequent patch updates, i.e. those with the third version component changed, are not eligible under these license terms.

3.4 Product updates under the Individual license terms do not support server platforms.

3.5 The basic E-mail support is available at any time for Individual license holders. Such request may be processed with a lower priority and no obligation to provide there requested level of support is provided.

4 TERMINATION

4.1 Term. This **EULA** shall remain in effect until terminated.

4.2 Termination by the **Licensee**. The **Licensee** may terminate this **EULA** by returning the licensed **Software** to the **Licensor** at any time. In this case the **Licensee** must return the **Software** to the **Licensor**, remove all of its copies and agree to never try to access or restore those copies afterwards.

4.3 Termination by the **Licensor**. The **Licensor** may terminate this **EULA** if the **Licensee** breaches any of the terms and conditions of this **EULA**. Upon termination of this **EULA** the **Licensee** shall return the licensed **Software** to the **Licensor** within 30 days after receiving the notice from the **Licensor**. The **Licensee** shell also remove all copies of the licensed **Software** and not to try to access or restore them after returning the license.

4.4 Survival of Rights After Termination. All provisions of this agreement relating to disclaimers of warranties, limitation of liability, remedies, or damages, and **Licensor's** proprietary rights shall survive termination.

5 LIMITED WARRANTY, DISCLAIMER, AND LIMITATION OF LIABILITY

5.1 Limited Warranty. The **Licensor** does not warrant that the functionality provided by the **Software** will meet **Licensee's** requirements, that the operation of the **Software** will be uninterrupted and error-free, and that the **Software** will be compatible with the hardware or other 3-rd party software the **Licensee** will try to use it with. The **Licensor** is not

responsible for any problems caused by changes in the operating characteristics of computer hardware or software which are made after the release of the **Software**. In the event of losing all copies of the licensed **Software** by the **Licensee** the new copy can be provided upon a written request from the **Licensee** during entire term of an active Individual subscription, but not after it expires. No oral or written information or advice given by the **Licensor**, its employees, distributors, dealers, or agents shall increase the scope of the above warranties or create any new warranties.

5.2 Disclaimer. The **Software** is licensed "as-is" and you receive no additional express or implied warranties, except the Limited Warranty as provided above. The **Licensor** and its suppliers expressly disclaim any and all other warranties of any kind or nature concerning the **Software**, whether express, implied or statutory, including without limitation, any warranty of title, merchantability, quality, fitness for a particular purpose, accuracy, non-infringement or the results to be obtained from use, to the fullest extent allowed by applicable law. The **Licensor** expressly disclaims any warranties that may be implied from usage of trade course of dealing, or course of performance. further, without limiting the generality of the foregoing, the **Licensor** makes no warranties or representations as to performance of the **Software**, and specifically disclaims any warranty that (1) the **Software** will operate in combination with other items, equipment, software, systems or data, (2) the operation of the **Software** will be uninterrupted or error free, (3) errors in the **Software**, if any, will be corrected. no oral or written information or advice given by the **Licensor**, or its suppliers or employees shall create or form the basis of any warranty of any kind. The **Software** is provided with all faults and the entire risk of satisfactory quality, performance, accuracy, and effort is with you.

6 LIMITATION OF LIABILITY

6.1 Limitation of Liability. In no event will **Licensor** or anyone else who has been involved in the creation, production, or delivery of the **Software** be liable for any consequential, incidental or indirect damages, including, without limitation, any loss of data, or loss of profits or lost savings, arising out of use of or inability to use the **Software**, even if the **Licensor** has been advised of the possibility of such damages, or for any claim by any third party. In no event shall the **Licensor** be liable for any damages.

7 GENERAL

7.1 Export Control Obligations. The **Licensee** shall not export or re-export any licensed **Software** in violation of any law, regulation, order or other governmental requirement including, without limitation, the Canadian export law, the U.S. Export Administration Act, regulations of the Department of Commerce and other export controls of the U.S.

7.2 Restriction on Transfer. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void.

7.3 Proper Notices. All notices and other communications required or permitted under this **EULA** shall be deemed to have been given if mailed, postage paid, transmitted by facsimile, personally delivered or delivered by a commercial delivery service, to the address of the **Licensee** listed on file with the **Licensor**.

7.4 Governing Law. This **EULA** shall be governed by and interpreted under the laws of the Province of Ontario, Canada, without regard to conflicts of provisions.

7.5 Joint Venture. Nothing contained in this **EULA** shall be construed so as to make the parties partners or joint ventures.

7.6 Waiver. The failure of either party to this **EULA** to insist upon the performance of any of the term or conditions of this **EULA** will not be construed as thereafter waiving any such terms or conditions but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

7.7 Integration. The **Licensee** further agrees that this agreement is the complete and exclusive statement of the agreement between the **Licensee** and the **Licensor**, and supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this agreement.

7.8 Severability. If any provision of this **EULA** becomes or is declared by a court of competent jurisdiction to be unenforceable, this **EULA** shall continue in full force and effect without the provision.

7.9 Headings. All article, section, and paragraph headings contained in this **EULA** are for reference and in no way define, limit or extend the **EULA** or the intent of any of its provisions.