Important: This is a generic Site 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 ORGANIZATION_NAME must be interpreted as the actual license holding organization name, COUNTRY_NAME must be interpreted as the actual license holder's country name as provided by the user, 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.

Site 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 ORGANIZATION_NAME (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 **"Associated licensee"** means any user associated with the **Licensee's** organization and added by the **Licensee** to a subscription at any time.
- 1.3 **"Licensed Product"** means the **Software** (as defined below), its **Documentation** and any copies it.

- 1.4 **"Licensor"** means the business entity registered as **Alexander Stoyan** in Canada (Ontario).
- 1.5 **"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**.
- 1.6 **"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**.
- 1.7 **"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**.
- 1.8 **"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 organizations of any form and individuals.

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. Distribute in any manner the **Software** and/or its **Executable Modules** except as allowed in the **Permitted Uses** section of this **EULA**:

- 3. Decompile, disassemble or reverse engineer any **Executable Module** of the **Software**;
- 4. 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;
- 5. Work around integrity validation mechanisms of the **Executable Modules**;
- 6. 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;
- 7. 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;
- 8. Rent or lease the **Software**:
- 9. 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 organization name or full individual's name: ORGANIZATION_NAME
- Licensee's country name: COUNTRY_NAME
- Licensee's order ID: ORDER_ID

2.6 Multiple license

The Site license allows obtaining more than one license per order. Each of the obtained licenses can be associated with one logical server instance where it has to be installed to, and each logical server instance can be associated with one user supporting it, i.e. the **Associated Licensee**, who is eligible for support under the terms of this license provided that his e-mail address is registered with the subscription. The number of the **Associated Licensees** must not exceed the number of the licenses obtained per order. Regardless how many licenses are obtained, each license goes under the name of the primary

Licensee and the primary **Licensee** is the only one in charge of the subscription, any changes in it, any obligations and liabilities stipulated by this agreement.

3 EXECUTION

- 3.1 Every new order under the Site license terms assumes starting a 1 year long subscription for product updates starting on the date when the order deliverables are sent after an order is processed.
- 3.2 All product updates will be automatically delivered via E-mail provided by the **Licensee** in the order information during entire duration of the active subscription.
- 3.3 There are no target platform limitations under these license terms.
- 3.4 Priority E-mail support is available during entire duration of the active subscription which assumes obligation to respond within a reasonable amount of time and apply the best efforts towards resolution.
- 3.5 After subscription expiry the basic E-mail support will be available at any time. 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**. In the event of not meeting expectations due to the reasonable grounds the **Licensee** has right to terminate this **EULA** by returning the licensed **Software** to the **Licensor** within 30 calendar days starting on the date of purchase. The **Licensor** reserves the right to dispute the provided grounds in attempt to find a mutually beneficial solution. Should both parties agree on such grounds 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, and the **Licensor** agrees to refund the **Licensee** in full for returned **Software** within 14 calendar days after such an agreement. In the event of delayed refund processing not attributable to **Licensor's** default or neglect the **Licensor** bears no responsibility.

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 Site 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.

Copyright © 2021: Alexander Stoyan. All rights reserved.