



# FairCom®

## c-treeACE

### Professional V9 Development License Agreement

## c-treeACE Professional V9

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- use the c-treeACE Server included with the Software for development purposes only.

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- 2.2 This Agreement limits the nature of Applications that can be developed with the Software. FairCom will consider relaxing these restrictions for specific implementations and we encourage you to contact FairCom to discuss licensing alternatives. However, without obtaining an additional license grant

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  - b) the Software shall not be used to develop an Application or an Application module that is or acts as, is a part of, or is an add-on to an operating system; a file system; a device driver; a computer language compiler or interpreter; and
  - c) the Software shall not be used to develop any Application that competes with the Software or provides a generic database interface such as, for example, without limitation, ODBC, OLE DB, or JDBC that provides the functionality of a general purpose database.
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16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **Survival of Obligations.**

Should this Agreement be terminated for any reason, FairCom's rights and Licensee's obligations under Sections 2, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 16, 17, and 18 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.

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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.