

ActiveXperts Twitter Toolkit Software License Agreement

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE SOFTWARE. BY CLICKING ON THE "I ACCEPT THE TERMS OF THE LICENSE AGREEMENT" BUTTON, OPENING THE PACKAGE, DOWNLOADING THE PRODUCT, OR USING THIS PRODUCT, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE " I DO NOT ACCEPT THE TERMS OF THE LICENSE AGREEMENT " BUTTON AND THE INSTALLATION PROCESS WILL NOT CONTINUE, RETURN THE PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND, OR DO NOT DOWNLOAD THE PRODUCT.

YOUR GENERAL TERMS OF BUSINESS DO NOT APPLY.

1. GENERAL

In this Software License Agreement:

- (i) "ActiveXperts" means ActiveXperts Software B.V., Lansinkesweg 4, 7553AE Hengelo (OV), The Netherlands.
- (ii) "Customer" means the individual(s), organization or business entity buying a license of the Software from ActiveXperts or its Distributors or its Resellers.
- (iii) "Software" means computer programs (and their storage medium) supplied by ActiveXperts and known collectively as "ActiveXperts Twitter Toolkit" in which ActiveXperts has property rights and any user manuals, example code, operating instructions, brochures and all other documentation relating to the said computer programs (the expression "Software" to include all or any part or any combination of Software).

2. LICENSE GRANT

This LICENSE grants you the following rights:

- (a) Software Product. ActiveXperts grants to you a nonexclusive license to use the Software for the sole purposes of designing, developing, and testing your software components or applications ("Applications"). You may install the Software on one computer ("Standard License") in your organization or on any computer ("Professional License") in your organization.
- (b) Electronic Documents. Solely with respect to electronic documents included with the Software, you may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies shall be used only for internal purposes and are not republished or distributed to any third party.
- (c) Serial Number. A Serial Number provided at the time of sale uniquely identifies each License. This LICENSE GRANT is contingent upon the purchase of a Serial Number from ActiveXperts or one of ActiveXperts's resellers.
- (d) Sample Code. ActiveXperts grants you the right to use and modify the source code parts of the SOFTWARE that are listed in the "Samples" subdirectories (collectively, "Sample Code"), for the sole purposes of designing, developing, and testing your Applications.
- (e) Redistributable Files. Provided you comply with Sections 2(f), 2(g) and 2(h), ActiveXperts grants you a nonexclusive, royalty-free right to reproduce and distribute the object code version of the following portions of the Software (collectively, "Redistributables"): (i) Sample Code (including any modifications you make); and (ii) the ActiveXperts *.dll files located in the Software.
- (f) Redistribution Requirements. If you redistribute the Redistributables, you agree to: (i) distribute the Redistributables in object code only as a part of Applications developed by you that add significant and primary functionality to the Redistributables; (ii) include a valid copyright notice on your Applications; (iii) not permit further distribution of the Redistributables by your end user; (iv) the registration key should not be visible from files, registry settings nor should it be visible to the customer in any other way.
- (g) Redistribution Restrictions. You may not redistribute the Redistributables if (i) you are developing Applications for use by other software developers (using this Software for developing and debugging

Applications requires additional Licenses for each developer using the Software), or (ii) your Applications exposes the functionality of the Software through a programmable interface.

(h) Redistribution indemnification. You agree to indemnify, hold harmless, and defend ActiveXperts and its suppliers from and against any and all claims or lawsuits including attorney's fees that arise or result from the use or distribution of your bundled application.

(i) Trial Software. If the Software is installed without a Serial Number then, notwithstanding other sections of this License, you may use the Software for up to 30 days after installation, but may not redistribute any Redistributables.

(j) Not for Resale Software. If the Software is labeled "Not for Resale" or "NFR," then, notwithstanding other sections of this License, you may not resell, or otherwise transfer for value, the Software, nor distribute any Redistributables.

(k) Reservation of Rights. ActiveXperts reserves all rights not expressly granted to you in this License Agreement. The license is granted to Customer on a non-exclusive-basis which means that ActiveXperts will grant the license also to other individuals, organizations and business entities.

This License Agreement consist no obligations for ActiveXperts to offer support(services), help(services) or maintenance(services) relating to the Software. Obligations for ActiveXperts to offer maintenance (services) relating to the Software can only arise from a Maintenance Agreement between ActiveXperts and Customer. General terms of business of the Customer do not apply.

3. UPGRADES AND SUPPLEMENTS

If the Software is labeled as an upgrade, you must be properly licensed to use a product identified by ActiveXperts as being eligible for the upgrade in order to use the Software. Software labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this License unless we provide other terms along with the update or supplement. If the Software is an upgrade of a component of a package of software programs that you licensed as a single product, the Software may be used and transferred only as part of that single product package.

4. LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY

Customer may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

5. TERMINATION

Without prejudice to any other rights, ActiveXperts may cancel or dissolve this License Agreement if Customer does not abide by the terms and conditions of this License Agreement, in which case Customer must destroy all copies of the Software and all of its component parts.

6. LIMITED WARRANTY

ActiveXperts warrants that for a period of ninety (90) days from the date of shipment from ActiveXperts:

(i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use;

(ii) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to Customer as the original licensee. Customer's exclusive remedy and the entire liability of ActiveXperts and its suppliers under this limited warranty will be, at ActiveXperts or its service center's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer. In no event does ActiveXperts warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. The customer will safeguard ActiveXperts against any claim relating to the use of the Software by the Customer. This warranty does not apply if the Software: (a) has been altered, except by ActiveXperts; (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by ActiveXperts; (c) has been subjected to abnormal physical or electrical stress misuse, negligence, or accident; (d) is used in high-risk activities, including the operation of nuclear facilities, aircraft navigation, air traffic control, weapons systems, life support or medical applications for use in any

circumstance in which the failure of the Software could lead directly to death, personal injury or damage to properties or the environment.

7. LIMITATION OF LIABILITY AND REMEDIES

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION ALL INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR MULTIPLE DAMAGES SUCH AS BUT NOT LIMITED TO, LOST BUSINESS OR PROFITS, LOSS OF GOODWILL, WORK STOPPAGE AND DATA LOSS), THE ENTIRE LIABILITY OF ACTIVEXPERTS AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS LICENSE AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY ACTIVEXPERTS WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR U.S.\$5.00. ACTIVEXPERTS IS RELIEVED OF ANY OBLIGATION TO PAY DAMAGES IF THE CUSTOMER HAS NOT UPGRADED THE SOFTWARE WHEN POSSIBLE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 4, 5 AND 6 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

8. ENTIRE AGREEMENT

This License Agreement (including any addendum or amendment to this License Agreements which is included with the Software) is the entire agreement between you and ActiveXperts relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this License Agreement. To the extent the terms of any ActiveXperts policies or programs for support services conflict with the terms of this License Agreement, the terms of this License Agreement shall control.

The Customer is not allowed to alienate or transfer any rights relating to this License Agreement without the written approval of ActiveXperts.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE NETHERLANDS AND THE DUTCH COURTS SHALL HAVE SOLE JURISDICTION IN ANY DISPUTE RELATING TO THESE CONDITIONS. ALL DISPUTES HEREUNDER SHALL BE RESOLVED EXCLUSIVELY IN THE APPROPRIATE COURT IN THE CITY OF ALMELO, THE NETHERLANDS. If any part of these conditions shall be or become invalid or unenforceable in any way and to any extent by any existing or future rule of law, order, statute or regulation applicable thereto, then the other conditions shall remain in full force and effect as all other provisions.

The conditions of this License Agreement remain applicable after the termination of this License Agreement if this results from the nature of the condition.

THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (THE "CONVENTION" OR "CISG") IS EXCLUDED AND DOES NOT APPLY.

9. Copyright

The Software is protected by copyright and other intellectual property laws and treaties. ActiveXperts or its suppliers own the title, copyright, and other intellectual property rights in the Software. The granting of a license does not constitute a transfer of any intellectual property right. The Software is licensed, not sold.