## END USER LICENSE AGREEMENT AND LIMITED WARRANTY

IMPORTANT - PLEASE READ CAREFULLY

Thank you for choosing Objectif Lune's software.

This End User License Agreement and Limited Warranty (hereinafter collectively the "License Agreement") constitute a legal agreement between the End User, either as a physical person or as a legal entity ("you"), and Objectif Lune Inc. ("OL") and describes your rights to use the OL software, including any stand-alone application sold as part of the software and all companion products, components, patches, updates and upgrades, and also including any computer software, PostScript® programs, media and all accompanying on-line or printed documentation (collectively the "Software"). The term Software also includes licensed components of other third parties bundled with OL's proprietary Software.

BY SELECTING "I AGREE" OR INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU ACCEPT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF SELECTING "I DECLINE", YOU MAY NOT USE THE SOFTWARE FOR ANY PURPOSE WHATSOEVER. IF YOU ARE AN EMPLOYEE, RESELLER, SERVICE PROVIDER, CONSULTANT, CONTRACTOR OR OTHER PARTY THAT INSTALLS THE SOFTWARE OR OBTAINS THE SERVICE ON BEHALF OF ANOTHER PERSON OR ENTITY, YOU WILL BE DEEMED TO HAVE ACCEPTED THE TERMS OF THIS CONTRACT ON BEHALF OF THAT PERSON OR ENTITY.

**COPYRIGHTS.** - The Software is owned by OL, its affiliates companies or its suppliers and is protected by the Copyright Act (Canada), any copyright law and international copyright treaties. Therefore, you must treat the Software like any other copyrighted material except that you may make one copy of the Software solely for security backup or archival purposes or if it is essential for the compatibility of the computer program. You may also transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes and that such copy is not installed or used on any other computer. Any copies that you are permitted to make under this agreement must contain the same copyright and other proprietary notices that appear in the Software.

PROPERTY AND INTELLECTUAL PROPERTY RIGHTS. - You acknowledge that the Software in source code, its structure and organization form remain confidential valuable trade secrets of OL or its suppliers and that all OL libraries, source code, byte code executables and any other files (collectively the "files") remain OL's exclusive property or that of licensed third parties suppliers which are usually more fully identified in the "About" section of the Software Help menu. Therefore you agree not to modify the Software or attempt to reverse engineer, decompile or disassemble or otherwise attempt to discover the source code of the Software. You also agree that you may not distribute any files (particularly but not limited to OL source code and other non-executable files) except those that OL has expressly designated. Nothing in this License Agreement permits you to derive the source code of files provided to you in executable form only, or to reproduce, modify, adapt, translate, use or distribute the source code of such files. This License Agreement does not grant you any intellectual property rights in the Software nor in any third parties' components licensed to OL and bundled in the Software.

**INFRINGEMENT.** - OL will, at its own expense, defend or settle any claim or suit against you alleging that the Software, when used in accordance with this License Agreement, infringes a patent, copyright, trademark, trade secret or other proprietary right of a third party. OL will also pay all damages and costs that may be assessed against you by final judgment as a result of such an infringement under the following conditions: i) OL shall be notified promptly in writing of any claim or suit; ii) OL shall have sole control of the defense or settlement of any claim or suit; iii) you shall cooperate with OL in a reasonable way to facilitate the settlement or defense of any claim or suit; and iv) the claim or suit does not arise from modifications by you, or from combinations of products provided by OL with products provided by a third party, except as a combination occurring by use of the Software for which they were designed.

For more clarity, this indemnity undertaking by OL applies only to the Software content and excludes any infringement of third party's intellectual property rights resulting from your use or operation of the Software, or from development you made with the Software, including any workflow process developed by you with the Software functionalities.

If the Software becomes, or in OL's opinion is likely to become, the subject of a claim of infringement, OL will, at its option: i) procure you the right to continue using the Software; ii) replace the Software with a non-infringing product substantially complying with the Software specifications; iii) modify the Software so it becomes non-infringing and performs in a substantially similar manner to the original Software. If OL fails to provide any of the preceding options, you will discontinue any infringing use and OL will refund any fees theretofore received by OL hereunder with respect thereto less a reasonable allowance for use.

You hereby agrees to keep harmless OL, its officers, directors and employees, representatives and agents of any claim or action from any third party, as well as any damages, fees, expenses including reasonable attorney's fees, relating to the violation of this section by you, including any third party's intellectual property infringement resulting from your use, operation or any development made with the Software.

THIS SECTION STATES THE ENTIRE LIABILITY OF OL REGARDING INFRINGEMENT BY THE SOFTWARE OR ANY OTHER PRODUCT OR SERVICE PROVIDED BY OL.

**PRE-TESTING OF THE SOFTWARE.** - You acknowledge that the Software must be thoroughly tested by you with noncritical data before you rely on it and you hereby assume the entire risk of using the Software.

WARNING - HIGH RISK ACTIVITIES. - THE SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR RESALE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS, WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). OL AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

**SCOPE OF USE.** - Except for the Software Designer which can be installed on any number of devices, the license granted to you under this agreement is a single device license only and not a multi-device license. Consequently, you agree to use the Software for your own customary business or personal purposes on a single instance of any physical or virtual computer system for which the Software was licensed. If you need to use the Software on more than one device, you must purchase additional licenses. Contact OL for applicable royalties and licensing terms.

If the Software can or will generate, create or modify PostScript programs called Variable Content Documents ("VCD"), any VCD generated by the Software is licensed on a per "licensed output device" basis (including, without limitation, printers, Adobe Acrobat Distiller, Aladdin Ghostscript, etc.). This means that any VCD generated by the Software can be used by any number of users as long as they use the VCD on only that single licensed output device. If you need to use the VCD on more than one output device, you must purchase additional licenses. In case of cluster printing systems (multiple print engines attached to a single Raster Image Processor (RIP)), each print engine needs to be licensed individually. Contact OL for the applicable royalties and licensing terms for distribution of any VCD. Note that this paragraph does not apply for PlanetPress Office's "Windows Printing", PlanetPress Production's "Optimized PostScript Stream" and "Windows Printing", PlanetPress Connect or PReS Connect.

**SOFTWARE ACTIVATION.** - Technological protection measures are included in the Software to prevent its unauthorized or illegal use. You agree to such technical measures and you undertake to follow their requirements.

The Software requires activation within thirty (30) days after the initial installation. If you are using a time based license, you may need to reactivate the Software prior to its expiry. You may also need to reactivate the Software if you modify your computer hardware or install the Software on another computer.

**SINGLE/MULTI-TENANCY SOFTWARE AS A SERVICE (SAAS) AND PAY-PER-CLICK.** - This license cannot be used to offer SaaS or PAY-PER-CLICK services without first contacting OL for execution of a specific agreement to that purpose.

**ANTI-SPAM AND PROTECTION OF PERSONAL INFORMATION.** - As the Software may allow you to generate and output email, you undertake to use the Software and any email functionality in strict compliance with any anti-spam laws and regulations applicable to you in your jurisdiction. You also undertake to protect transactional information and personal information that you may collect using the Software in strict compliance with any protection of personal information laws and regulations applicable to you in your jurisdiction.

OL, ITS AFFILIATED COMPANIES, DIRECTORS, OFFICERS AND EMPLOYEES ASSUME NO LIABILITY WHATSOEVER REGARDING ANY VIOLATION FROM YOU OF ANY ANTI-SPAM OR PROTECTION OF PERSONAL INFORMATION LAWS OR REGULATIONS.

**TRANSFER.** - If the Software was provided to you through a leasing or a subscription agreement, it cannot and shall not be transferred and/or used by any third party at the end of the agreement. However, if you extend the agreement or buy-out your lease without change of ownership, this License Agreement shall remain in effect accordingly.

If the Software was not provided to you through a leasing or a subscription agreement, you may transfer it to a third party on a permanent basis, after prior written authorization of OL. In case of permanent transfer, you shall not retain any copy of the Software and the transferee shall be bound by the terms of this License Agreement.

Except as provided herein, you may not transfer, rent, lease, lend, copy, modify, adapt, sublicense or time-share in any manner the Software or any part hereof.

**TERM.** - This License Agreement is effective until the end of the period defined by the type of license used (as described on OL'S website) or until terminated. This License Agreement shall be automatically terminated upon i) if you fail to comply with any of the terms of this License Agreement and that you have not remedied any such breach within ten (10) days from receipt of a written notice from OL, without prejudice to OL's legal recourses, including injunctive reliefs or ii) default of payment not remedied within ten (10)

days from receipt of a written notice from OL. Upon termination, you must destroy the original and any copy of the Software and cease all use of all the trademarks mentioned herein.

**LIMITED WARRANTY - SOFTWARE PURCHASE ON A PHYSICAL MEDIA.** - OL warrants that the Software media will be free from defects in materials and workmanship, for a period of ninety (90) days from the date of its purchase. In case of defect, you must return the Software media to OL with a copy of your receipt and within the warranty period for replacement.

DO NOT RETURN ANY PRODUCT UNTIL YOU HAVE CALLED THE OL CUSTOMER CARE DEPARTMENT AND PREVIOUSLY OBTAINED A RETURN AUTHORIZATION NUMBER.

This Limited Warranty is void if failure of the Software media results from accident, abuse or misapplication. Any replacement of the Software media will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

WARRANTY DISCLAIMER. - EXCEPT AS EXPRESSLY SET FORTH IN THE "LIMITED WARRANTY - SOFTWARE PURCHASE ON A PHYSICAL MEDIA" SECTION, OL MAKES NO OTHER REPRESENTATION NOR PROVIDES ANY ADDITIONAL WARRANTY REGARDING THE SOFTWARE WHICH IS BEING DELIVERED « AS IS ». YOU ACKNOWLEDGE AND AGREE TO RELY AND OPERATE THE SOFTWARE AT YOUR OWN RISKS. OL MAKES NO REPRESENTATION NOR WARRANTY I) THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, II) THAT THE RESULTS WHICH MAY BE OBTAINED FROM THE SOFTWARE WILL BE ADEQUATE, RELIABLE OR ERROR FREE, NOR III) THAT ANY SOFTWARE DEFECT WILL BE CORRECTED.

MORE SPECIFICALLY, OL GIVES NO CONVENTIONAL OR LEGAL WARRANTY OF ANY NATURE, EXPRESS OR IMPLIED, ON THE SOFTWARE CONTENT, ITS RESULTS OR ITS DOCUMENTATION. OL EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUIET ENJOYMENT.

No opinion, advice or representation whether verbal or in writing that you may receive from OL's employees or its affiliated companies will constitute an additional warranty to the terms and conditions of this License Agreement.

LIMITATION OF LIABILITY. - TO THE FULLEST EXTENT PERMITTED BY LAW, OL, ITS AFFILIATED COMPANIES, DIRECTORS, OFFICERS AND EMPLOYEES SHALL NOT BE HELD LIABLE, WHETHER BY CONTRACT OR IN TORT, TOWARDS YOU OR ANY OTHER THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING FROM ANY SOFTWARE DEFECT, ITS DOCUMENTATION OR FOR ERRONEOUS RESULTS OR FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OF OR THE FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF OL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OL ASSUMES NO LIABILITY FOR ANY DAMAGE RESULTING FROM YOUR MISHANDLING OF THE SOFTWARE.

IF A COMPETENT COURT SHOULD CONCLUDE TO OL'S LIABILITY DESPITE THE FOREGOING PROVISION, YOU EXPRESSLY AGREE THAT OL SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, IN EXCESS OF THE AMOUNT PAID FOR THE PURCHASE OF THE SOFTWARE.

**ASSIGNMENT OF OL RIGHTS.** - OL is entitled to sell, transfer or assign in any way and at its sole discretion any rights under the present License Agreement to any third party and the assignee will be entitled to any of OL's rights, privileges or recourses resulting from the present agreement. OL will notify you of such sale, transfer or assignment through a specific notice on its website.

**GENERAL PROVISIONS.** - This License Agreement may only be modified in writing by a duly authorized officer of OL. OL shall announce any modifications to this License Agreement whether on its website or by email to you, at its own discretion, within thirty (30) days before its effective date. Acceptance of the modifications by selecting "I AGREE" and your subsequent use of the Software will be deemed your acceptance of these modifications.

This License Agreement shall be binding upon the parties hereto and their respective successors and permitted assignees. If any or part of any provision of this License Agreement is, by final judgment, found void or unenforceable, the remainder shall remain valid and enforceable according to its terms. Any declaration of a court to the effect that any provision hereof is invalid or unenforceable shall not affect the validity or enforceability of any remaining provisions hereof.

If OL fails to avail itself of any of its rights under the present agreement, this does not constitute a waiver or a modification of the rights available to it hereunder and OL may within the time prescribed by law, institute procedures to invoke its rights. A delay in doing so does not constitute a defense which is enforceable.

None of the parties hereto shall be deemed in default in the performance of its obligations hereunder if such performance is delayed, detained or prevented because of force majeure. Force majeure is any cause beyond the control of the parties hereto and against

which they could not protect themselves. Force majeure includes, without limitation, any fortuitous and natural disasters, strikes, work stoppages, lockouts, fire, riot, failure of communication networks including Internet, power failure, embargo, order, war, terrorism, inability to obtain raw materials, regulation or government controls or other similar event.

**U.S. GOVERNMENT RESTRICTED RIGHTS.** - If a Software is acquired under the terms of a proposal or agreement with the United States Government or any contractor thereof, the Software is subject to the following restricted rights notice: "This Software is commercial computer software provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, FAR 52.227-17 Alternate III (g)(3), or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable, and their successor provisions. Contractor/Manufacturer is Objectif Lune Inc., Montréal, Québec, Canada, H1V 2C8.

**U.S. EXPORT RULES.** - You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen of or otherwise located within an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this paragraph.

**ONLINE VERSION.** - You acknowledge that when provided in its online format, this License Agreement has the same effect and same value as if it was signed on a paper version. A printed version of this online License Agreement or any notice sent by electronic mail shall be admissible in litigation as any other business document of the enterprise or register generally kept in paper format.

**GOVERNING LAW.** - This License Agreement shall be governed and construed by the laws of the Province of Quebec or in default by the applicable Laws of Canada, excluding those provisions relating to conflicts of laws and excluding the United Nations Convention on contracts for the International Sale of Goods if applicable. The parties hereby irrevocably submit to the jurisdiction of the Courts of the Province of Quebec in the judicial district of Montreal, Canada for any litigation resulting from the present License Agreement, excluding any other jurisdiction.

**LICENSED THIRD PARTY COMPONENTS AND SPECIFIC RIGHTS AND LIMITATIONS.** - As part of this License Agreement, you agree to the specific rights and limitations regarding third parties licensed components bundled in the Software in addition to the rights and limitations already mentioned herein which benefit such third parties, including:

## **ADOBE® TECHNOLOGY**

The term Software includes Adobe Technology and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof.

**LICENSE GRANT AND RESTRICTIONS.** - OL grants you a non-exclusive right to use the Software under the terms of this Agreement. You may make one backup copy of the Software, provided the backup copy is not installed or used on any computer.

**INTELLECTUAL PROPERTY RIGHTS.** - The Software is owned by OL and its suppliers, and its structure, organization and code are the valuable trade secrets of OL and it suppliers'; The Software is also protected by United States Copyright law and International Treaty provisions. You may not copy the Software, except as provided in this Agreement. Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. Except as stated above, this Agreement does not grant you any intellectual property rights in the Software.

**FONT LICENSE.** - If the Software includes font software you may embed the font software, or outlines of the font software, into your electronic documents to the extent that the font vendor copyright owner allows for such embedding. The fonts contained in this package may contain both Adobe and non-Adobe owned fonts. You may fully embed any font owned by Adobe.

DISCLAIMER OF WARRANTY. - THE "LIMITED WARRANTY. SOFTWARE PURCHASED ON A PHYSICAL MEDIA" SECTION OF THIS AGREEMENT STATES THE SOLE AND EXCLUSIVE REMEDIES FOR OL'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, ADOBE AND ITS SUPPLIERS MAKE NO WARRANTY, EXPRESS AND IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON INFRINGEMENT.

**LIMITATION OF LIABILITY.** - IN NO EVENT WILL ADOBE OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties, or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to thirty (30) days. This warranty gives you specific legal rights. You may have other rights which vary from state to state or jurisdiction to jurisdiction.

**EXPORT RULES.** - You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

**GENERAL PROVISIONS.** - If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer.

**TRADEMARKS.** - Adobe and Adobe PDF Library are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

## **ORACLE® TECHNOLOGY**

**EXPORT.** - You agree that U.S. export control laws and other applicable export and import laws govern your use of the programs, including technical data; additional information can be found on Oracle's Global Trade Compliance web site located at http://www.oracle.com/us/products/export/index.html. You agree that neither the programs nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

DISCLAIMER OF WARRANTY AND EXCLUSIVE REMEDIES. - THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE FURTHER DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).

**NO TECHNICAL SUPPORT.** - Oracle technical support organization will not provide technical support, phone support, or updates to you for the programs licensed under this agreement.

**NOTICE OF RESTRICTED RIGHTS.** - "Programs delivered subject to the DOD FAR Supplement are 'commercial computer software' and use, duplication, and disclosure of the programs, including documentation, shall be subject to the licensing restrictions set forth in the applicable Oracle license agreement. Otherwise, programs delivered subject to the Federal Acquisition Regulations are 'restricted computer software' and use, duplication, and disclosure of the programs, including documentation, shall be subject to the restrictions in FAR 52.227-19, Commercial Computer Software-Restricted Rights (June 1987). Oracle America, Inc., 500 Oracle Parkway, Redwood City, CA 94065."

**END OF AGREEMENT.** - You may terminate this agreement by destroying all copies of the programs. We have the right to terminate your right to use the programs if you fail to comply with any of the terms of this agreement, in which case you shall destroy all copies of the programs.

**RELATIONSHIP BETWEEN THE PARTIES.** - The relationship between you and us is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this agreement shall be

construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

**OPEN SOURCE.** - "Open Source" software - software available without charge for use, modification and distribution - is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code form. If you use Open Source software in conjunction with the programs, you must ensure that your use does not: (i) create, or purport to create, obligations for us with respect to the Oracle programs; or (ii) grant, or purport to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in the Oracle programs. For example, you may not develop a software program using an Oracle program and an Open Source program where such use results in a program file(s) that contains code from both the Oracle program and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any "modifications" be made freely available. You also may not combine the Oracle program with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Oracle program or any modifications thereto to become subject to the terms of the GPL.

## **ECLIPSE TECHNOLOGY**

The Software may include unmodified Eclipse redistributables available at www.eclipse.org. The Eclipse redistributables are submitted to the WARRANTY DISCLAIMER and LIMITATION OF LIABILITY provisions of this Agreement, and to the Eclipse Public License - v 1.0 that can be found at https://www.eclipse.org/legal/epl-v10.html.

**ENTIRE AGREEMENT.** - This License Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants of understandings, oral or otherwise, other than those herein contained.

