



SOFTWARE SELECTION NUMBER (SSN) & LICENSING AGREEMENT

NOTE: Enter SSN in upper/lower case, with or without spaces and the User Name EXACTLY as shown. For readability, the character set is displayed: *Numerics:* 0123456789 *Alpha characters:* AbCdEFGHiJKLMNoPQRsTUVWXYZ (note: b,d,i,o,s)

THIS LICENSE AGREEMENT (the "Agreement") is made between Dynamic Concepts Incorporated ("Dynamic"), a California corporation located at 18-B Journey, Aliso Viejo, California, 92656, United States of America, Telephone: + 1.949.215.1200, e-mail: ssn@dynamic.com and You, the individual, partnership, corporation, association, or any combination thereof, identified by the User Name above and in possession of The Software (hereinafter referred to as "You," "Your" or "Customer").

THE SOFTWARE MEANS Runtime distributions for the Passport software and each software product identified above by product abbreviation, authorized revision, number of users and product options, eg: dL4 6.01[8]+MySQL which authorizes the use of dL4 Version 6.01 (including 6.x maintenance releases or any earlier version of dL4), for 8-users with access to MySQL databases.

DISTRIBUTION MEANS the bundle of software components compiled and configured for installation of the corresponding Software.

USER MEANS any person, event, and/or computer that causes a session of The Software to operate either briefly, or for an extended period of time.

IMPORTANT, READ CAREFULLY: By installing, copying, activating, or otherwise using The Software, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to all such terms and conditions, do not install this SSN. Promptly return the unused Software and all associated materials to Dynamic.

LICENSE: In return for payment of the appropriate licensing fees, Dynamic grants You a limited, nonexclusive license to use The Software in accordance with the terms and conditions set forth herein (the "License").

Unless the applicable fee(s) are paid to Dynamic and You are in possession of a valid Dynamic-issued Software Selection Number (SSN), this License is void. This License is identified and activated by the combination of the unique license number and SSN above, which may be used to operate the specified, or any earlier, version of The Software provided that The Software is only installed and operated on a single computer system. If this SSN replaces or upgrades another, its use immediately terminates all rights to use the replaced or upgraded License and/or SSN. Any operation or use of The Software inconsistent with this License constitutes a misappropriation of The Software and may subject you to License termination, civil penalties and/or criminal prosecution.

LICENSE TYPES: You may install and use The Software *only* as permitted by the purchased license type as described below:

CONCURRENT USER LICENSE: A Concurrent User License is available only to customers who purchase The Software for use by employees who access The Software via a terminal or PC running a terminal emulator. Under the terms of a Concurrent User License, You may install The Software internally on one server that you own or lease, provided the number of Users accessing or using The Software simultaneously does not exceed the number of Concurrent Use Licenses purchased for such use. Multiple sessions of The Software launched by a single User count as separate concurrent uses and require separate Concurrent User Licenses.

DISCRETE USER LICENSE: A Discrete User License is required in all instances except the limited circumstances where a Concurrent User License is available, including but not limited to whenever The Software is: (i) installed on a timesharing or ASP server for use by multiple entities, (ii) available to Users other than concurrent Users, (iii) accessible from computers other than on-site or remote terminals or PC's running terminal emulators, (iv) able to be launched via outside applications (i.e. web pages, odbc, cgi, socket connection). Under the terms of a Discrete User License, You may install The Software on one single server, whether shared or used exclusively by You, provided that the number of individual Users with the ability to access or use The Software does not exceed the total number of Discrete User Licenses purchased. Phantom Ports, 'cron' jobs and other background sessions should always be counted as Discrete Users. A separate Discrete User License is required for each User with the ability to access The Software, irrespective of the simultaneous nature of such use.

Customers who are eligible for a Concurrent User License must add a Discrete User License for each Discrete User, as defined above, with the ability to access The Software. The total number of authorized Users on the License must equal, or exceed, the total number of Concurrent Users plus the total number of Discrete Users.

BREACH: It is a breach of this Agreement to install and use The Software under a Concurrent User License where a Discrete User License is required. For example, you may not deploy a small user license to service a large user base by polling requests from multiple users, systems, or other applications. You may also not use a small number of Concurrent User Licenses to handle short-lived sessions from many discrete users (i.e. web or ODBC) based on how many sessions will likely be active concurrently. In these scenarios, one Discrete User License is required for each User with the ability to access The Software, or cause a session of The Software to operate.

You may not circumvent the licensing requirements just because the Software has the technical capacity to do so. You agree that Dynamic may audit Your use of The Software for compliance with these terms at any time, upon reasonable notice.

PRICING MODELS: All Licenses must be purchased under one of the two following pricing models:

ANNUAL SUBSCRIPTION: This pricing model is available only to customers eligible for a Concurrent User License. Under this model You pay an initial license fee, followed by a 10% annual renewal. The number of Licenses purchased must equal or exceed the total number of Concurrent Users and Discrete Users with access to The Software.

MONTHLY SUBSCRIPTION: A monthly subscription is required when The Software is installed on a timesharing or ASP server for use by multiple entities, or when The Software, server or applications are provided on a subscription or rental basis. A monthly subscription requires monthly payments at 6% of the appropriate license fee. The number of Licenses purchased must equal or exceed the total number of concurrent and discrete users with access to The Software. For example, if (3) 8-User customers share a single server, You must license 24-Users regardless of whether all users will operate simultaneously.

Discontinued licenses may be retired by notifying Dynamic. Failure to pay the annual renewal or monthly subscription may result in termination of the License.

RESTRICTIONS ON UPDATES AND UPGRADES: Customer agrees that unless this license is an annual or monthly subscription, or Software Assurance is purchased under a separate agreement with Dynamic, Licenses do not include support, updates or upgrades which may become available, subject to terms, under a separate transaction. The License to use The Software is specific to the operating system revision and the computer or server upon which it is first installed.

INSTALLING A NEW SERVER, UPGRADING THE OPERATING SYSTEM, INCREASING THE NUMBER OF AUTHORIZED USERS OR INSTALLING A DIFFERENT OPERATING SYSTEM ARE "UPGRADES" AND A NEW LICENSE AND SSN FOR THE THEN CURRENT REVISION(S) OF THE SOFTWARE MUST BE ACQUIRED BY THE CUSTOMER – EVEN IF THE CUSTOMER CONTINUES TO OPERATE AN OLDER VERSION OF THE SOFTWARE. UNAUTHORIZED UPGRADES SHALL BE GROUNDS FOR TERMINATION OF THIS LICENSE.

THIRD-PARTY SOFTWARE MEANS components licensed by Dynamic and included in the Runtime and Development distributions of The Software. Such licenses for Third-Party Software are exclusively for use within The Software. Customer is prohibited from using any portion of The Software or Third-Party Software in any other program or application without first obtaining written authorization from Dynamic and/or the Third-Party. Customer agrees that any unauthorized use shall be grounds for the termination of this License and may result in claims against You by Dynamic and/or the copyright owner. Third-Party Software included in The Software is: a) c-tree from Faircom for Indexed File management in UniBasic, dL4, ODBCdL4 and IQ, b) CodeBase from Sequiter for FoxPro database support in dL4 and ODBCdL4, c) ODBCdL4 server and client from Syware for external access to UniBasic and dL4 files, d) IQ Query and Report Generator from IQ Software for UniBasic/dL4 files, e) Microsoft components from Microsoft Corporation to access MS/SQL in dL4 for Windows and f) MySQL components from MySQL in dL4 to access MySQL databases.

DL4 RUNTIME SOFTWARE (DL4) MEANS copies of executable object code (programs) supplied by Dynamic in the dL4 Runtime Distribution or derived from any Dynamic source code or object libraries supplied in the dL4 Development Distribution. dL4 includes MySQL database access, enabled by the SSN, when you either purchase a MySQL license from Dynamic or provide proof of such license for commercial installation. A License to use dL4 Runtime Software includes a License to use the IMS2dL4 and UB2dL4 Runtime Distributions, which include a set of conversion tools and libraries to convert data from IMS Basic and UniBasic to dL4.

DL4 DEVELOPMENT DISTRIBUTION MEANS the components and libraries to create a standard dL4 Runtime Distribution. Source code and libraries are included to facilitate the creation of limited Modifications as defined and limited by this Agreement.

UNIBASIC RUNTIME SOFTWARE (UB) MEANS copies of executable object code (programs) supplied by Dynamic in the UniBasic Runtime Distribution or derived from any Dynamic source code or object libraries supplied in the UniBasic development Distribution.

UNIBASIC DEVELOPMENT DISTRIBUTION MEANS the components and libraries to create a standard UniBasic Runtime distribution. Source code and libraries are included to facilitate the creation of limited Modifications as defined and limited by this Agreement.

IQ RUNTIME SOFTWARE (IQ) MEANS copies of executable object code (programs) supplied by Dynamic in the IQ Runtime Distribution. IQ is licensed only for use in conjunction with dL4 or UniBasic and may only be used to query and report on database files which are created, manipulated, accessed and/or maintained by an active set of applications executed by UniBasic or dL4.

DL4TERM RUNTIME SOFTWARE MEANS copies of executable object code (programs) and other components supplied by Dynamic in the dL4Term Runtime Distribution. dL4Term is not activated or identified by the SSN. However, you are granted a License to install dL4Term on individual PC's, equal in number to the number of users licensed for UniBasic and dL4, provided that dL4Term is used primarily to connect to a server to execute applications running under dL4 or UniBasic.

ODBCDL4 RUNTIME SOFTWARE (ODBC) MEANS copies of executable object code (programs) supplied by Dynamic in the ODBCdL4 Runtime Distribution for server installation, as well as the ODBCdL4 Windows driver supplied for installation on client PC's. ODBC connections are limited between PC's and servers installed on the same network. External connections, initiated from web servers, other servers or users outside the network are prohibited, unless (External Users) are enabled on the SSN.

DYNAMICXPORT RUNTIME SOFTWARE (XPORT) MEANS copies of executable object code (programs), as well as source and compiled dL4 Basic programs supplied by Dynamic in the dynamicXport Runtime Distribution. UniBasic and/or dL4 Runtime Software may be used in conjunction with dynamicXport to execute applications that communicate through dynamicXport and provide no interactive screen or terminal input/output functionality. Essentially, the number of authorized users for dynamicXport includes the use of that many special-purpose dL4 or UniBasic users.

DYNAMICPAPER DISTRIBUTION means copies of executable object code (programs) supplied by Dynamic to create a custom printer driver and support tools for creating forms and merging them with application data on PCL-5 printers.

REGISTRATION & RENEWAL: You may register your subscription and License at dynamic.com. Subscription renewals are invoiced automatically and if not paid by the expiration date shall be considered terminated by the Customer and the Customer agrees to discontinue use of The Software upon such expiration. Dynamic reserves the right to change the licensing terms and/or pricing and benefits of the subscription, upon delivery to the Customer of a new SSN necessitated by the purchase of an upgrade, or renewal of a subscription.

DEVELOPMENT DISTRIBUTION MODIFICATIONS: Dynamic grants Customer a limited license to create and compile modifications of dL4 Runtime and UniBasic Runtime using the dL4 Development Distribution and the UniBasic Development Distribution respectively, solely for the purpose of creating customized versions of dL4 Runtime and UniBasic Runtime for Customer's internal business use under the terms of this Agreement (the "Modifications"). Any other use of the Modifications is prohibited, and Customer warrants against any other use. No Modification, however extensive, shall diminish Dynamic's right, title, and interest in the Software, or Customer's obligation to use the Software and Modifications only under the terms of this Agreement. Customer shall own all rights, title, and interest in the Modifications, subject to Dynamic's rights in the Software and Customer's use restrictions. Customer shall not market, license, assign, or sublicense the Modifications without the prior written consent of Dynamic. Notwithstanding anything to the contrary in this Agreement, Dynamic shall have no liability arising out of the distribution or use of any Modification.

COPIES AND ADAPTATIONS: Customer shall not reverse compile, reverse engineer, or disassemble The Software or make any attempt to bypass any of the licensing terms and conditions herein. Customer may make copies or adaptations of The Software solely for archival purposes or when copying or adaptation is an essential step in the use of The Software with the computer, so long as the copies and adaptations are used in no other manner. Customer has no other right to copy or distribute the Software. All copies and adaptations of The Software must bear the copyright notices contained in or on the original.

OWNERSHIP & COPYRIGHT: The Software is licensed and not sold. Customer agrees that it does not have any title or ownership of The Software, other than the License conferred herein and ownership of the physical media. Customer acknowledges and agrees that The Software is copyrighted and protected by copyright laws. Customer further acknowledges and agrees that The Software may include portions owned by a third-party named in the Licensing Agreements or copyright notice(s) included with The Software, who shall be authorized to hold Customer responsible for any copyright infringement or violation of these terms and conditions.

TRANSFER OF RIGHTS: Upon prior written notice to Dynamic, Customer may transfer its License to The Software to a third party only as part of the transfer of substantially all of its business assets, provided that the Customer obtains a new License and SSN naming the transferee. Installation of the SSN by, or on behalf of, transferee authorizes their agreement to be bound to the terms of the SSN and individual License Agreements. The transferee must continue to operate the existing computer system, applications and The Software. Upon such transfer, Customer agrees that their rights in The Software are terminated and that it will either destroy its copies and adaptations or deliver them to the third party along with the new SSN and License. Any other transfer or use by a party other than the User Name specifically named above is expressly prohibited and shall be grounds for termination of this License. All transfer of rights shall be made in accordance with United States export and other applicable laws.

SUBLICENSE AND DISTRIBUTION: Customer may not sublicense The Software or distribute copies or adaptations of The Software to any third party in any manner without the prior written consent of Dynamic.

EXPORT RESTRICTIONS: Customer hereby acknowledges that The Software contains encryption technology subject to strict federal export regulations. Customer agrees not to export or re-export the software in violation of the U.S. laws or regulations or any other law or regulation including without limitation the rules and regulations of the U.S. Bureau of Industry and Security. Customer represents and warrants that Customer is not listed on the Bureau of Export Administration's Denied Parties List or the Treasury Department's Specially Designated Nationals, Terrorists and Narcotics Traffickers. Among other things, this software may not be exported to any unauthorized country or any country subject to U.S. trade sanctions. (See EAR § 738, Supp. 1 and EAR § 740, Supp.1 and 3, or any successors thereto.) This software may not be exported or re-exported to any individuals or entities: (i) which are controlled by such countries, or to nationals or residents of such countries; or (ii) which are listed on either the Bureau of Export Administration's Denied Parties List or the Treasury Department's Specially Designated Nationals, Terrorists and Narcotics Traffickers List.

TRAINING AND WARRANTY: No training is provided unless otherwise agreed by Dynamic. The Software is provided "as is". Dynamic makes no representations or warranties, either express or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In no event shall Dynamic be liable for any incidental, indirect, special or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business). Customer assumes the entire risk as to the quality and performance of The Software. Dynamic's liability under a License Agreement at no time shall exceed the amount paid to Dynamic by the "Sold To" purchaser, identified above, for the particular program or License acquired from Dynamic.

TERMINATION & MODIFICATION: Dynamic may terminate this License, without incurring any liability to Customer, for Customer's failure to comply with any of the terms, provided Dynamic has requested Customer to cure the failure and Customer has failed to do so within thirty (30) days of such notice. Upon termination, all rights granted to Customer are revoked. Dynamic reserves the right to modify the terms of the SSN and License Agreements, upon delivery of each new License, SSN, replacement or upgrade.

COMPLIANCE WITH LAWS: Customer shall, at all times, comply with all applicable laws and regulations of the U.S. and all other governmental entities governing, restricting or otherwise pertaining to the use of The Software or technical data provided to Customer.

INDEMNIFICATION: Customer shall defend, indemnify and hold Dynamic harmless from any and all liability, loss, cost and or damages Dynamic may incur or suffer as a result of, arising out of, connected with, or in any way related to Customer's breach of these terms, including any representation or warranty made herein or any acts, statements and/or omissions of Customer, its agents or employees in connection with the performance or breach of Customer's duties under these Terms and Conditions.

GOVERNING LAW: This License Agreement is governed by, and shall be construed in accordance with the laws of the State of California without reference to its conflicts of law provision. The exclusive venue for any litigation or claim hereto shall be the California state or federal courts in Orange County, California, USA.