

16501 Scientific Way | Irvine | California | 92618 T 949.215.1200 F 949.215.1234 www.dynamic.com

SOFTWARE SELECTION NUMBER [SSN] & LICENSING AGREEMENT

Note: Enter the SSN activation code printed above 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)

THE SOFTWARE MEANS Runtime and Development distributions of Dynamic Concepts Passport licensing and security software and each of Dynamic's software product(s) identified above by product abbreviation, authorized revision, number of users and product options, eg: dL4 10.01[8]+SQL authorizes the use of dL4 Version 10.x (or any earlier version of dL4), for 8-users with access to SQL databases.

DISTRIBUTIONS MEANS any single component, or bundle of Dynamic Concepts Software in your posession - regardless of whether such component(s) or bundle(s) are activated by this SSN.

IMPORTANT, READ CAREFULLY: By installing, copying, downloading, 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 Concepts.

THIS LICENSE AGREEMENT (the "Agreement") is between Dynamic Concepts Incorporated ("Dynamic"), a California corporation located at 16501 Scientific Way, Irvine, CA 92618, United States of America, Telephone: + 1.949.215.1200, e-mail: ssn@dynamic.com and You, the individual, partnership, corporation, LLC, 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").

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 issuance 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.

THIRD-PARTY SOFTWARE MEANS software written by third-parties and either included, or dynamically linked at runtime, with the The Software. Third-Party Software includes, but is not limited to: i) c-tree for Indexed Files, ii) CodeBase for FoxPro files, iii) ODBCdL4 server and client, iv) IQ Query and Report Generator, v) Microsoft components for MS/SQL, vi) MySQL components for MySQL and vii) Oracle components for Oracle databases. The license to use any Third-Party Software, as well as any data files or databases created, accessed or manipulated using Third-Party Software, is restricted to applications written in, and running directly within sessions of The Software.

You are prohibited from using any portion of The Software or Third-Party Software to create derivative works designed to run outside of a licensed session of The Software without first obtaining written authorization from Dynamic and/or the Third-Party. Customer agrees that any unauthorized use shall be grounds for the **immediate termination** of this License and may result in claims against You by Dynamic and/or the copyright owner.

USER MEANS each and every person, event, application or device **capable** of: i) causing a session of The Software to operate either briefly, or persistently or ii) accessing data files and databases created, exported, accessed or manipulated using The Software or Third-Party Software.

CONCURRENT USER: A Concurrent User is a person, employed by you and under your control, who launches and interacts with one or more persistent sessions of The Software using a terminal, PC running a terminal emulator or Windows terminal services. Multiple sessions, launched by a single person count as separate Concurrent Users. You are permitted to share the authorized number of users on this license between a larger pool of Concurrent Users on a first come, first served basis, because the Software limits the number of concurrent sessions to the number of users licensed.

DISCRETE USER: A Discrete User is any User other than a Concurrent User. Each must be included in the authorized number of users of each licensed product, regardless of whether their 'concurrent' use ever exceeds the number of users authorized and/or enforced by The Software.

Discrete Users include, but are not limited to, (i) all Users other than Concurrent Users, (ii) Users able to directly or indirectly interact with sessions of The Software launched by other applications (eg. web, odbc, cgi, .net, asp or socket connections), iii) Users of applications not written in, and running under The Software, that access data files and databases created by, or manipulated using The Software or Third-Party Software and (iv) all

Users whenever The Software is installed on a timesharing, SAAS or ASP server for use by multiple entities of different ownership (no sharing of users is permitted in such deployments). Phantom Ports, 'cron' jobs and other background sessions should also be counted as Discrete Users. A license is required for each User, irrespective of the concurrent nature of such use.

Your license must include dynamicXport if you use The Software or Third-Party Software to create, manipulate, import, export or access data, data files or databases that are also being accessed by other users or applications not running directly within sessions of The Software. For example, without a dynamicXport license, your license specifically does not permit the use of UniBasic or dL4 to import/export data to/from a web application. dynamicXport may be licensed for a specific number, or unlimited users.

AUDITING: 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. It is a breach of this Agreement to use The Software in any manner where the total number of Users exceeds the number authorized by this License. For example, you may not deploy a license to service a larger user base, or allow short-lived sessions from many Users (eg. web or ODBC requests) based on how many sessions will likely be active concurrently. You may not circumvent the licensing requirements of this Agreement simply because the Software does not enforce limits on your deployment or method of use. You agree that The Software may collect, log and report non-personal information to Dynamic, including server and Operating System configurations and information regarding sessions of The Software. Dynamic may audit Your use of The Software for compliance with these terms at any time, upon reasonable notice.

PRICING MODELS: Licenses are purchased under one of the two following pricing models:

Annual Subscription: You pay an initial license fee, followed by an annual renewal. The number of Licenses purchased must equal or exceed the total number of Concurrent Users and Discrete Users.

MONTHLY SUBSCRIPTION: A monthly subscription is required when The Software is installed on a timesharing, SAAS or ASP server for use by multiple entities of different ownership, or when The Software, server or applications are provided on a subscription or rental basis. A monthly subscription is priced at 6% of the appropriate license fee, based upon the number of Discrete Users. The number of Licenses purchased must equal or exceed the total number of Discrete Users. For example, if (3) 8-user customers share a single server, You must license 24-users regardless of whether all Users operate concurrently.

Discontinued licenses may be retired by notifying Dynamic. Failure to pay the renewal or subscription shall 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. AN UPGRADE IS ALSO REQUIRED PRIOR TO TRANSFERRING A DYNAMIC PASSPORT DEVICE (DONGLE) AND SSN TO A NEW SERVER OR OPERATING SYSTEM. UNAUTHORIZED UPGRADES SHALL BE GROUNDS FOR TERMINATION OF THIS LICENSE.

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 purchase a SQL license from Dynamic. 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 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, 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) or dynamicXport is 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. dynamicXport may be launched by authorized users to execute UniBasic and dL4 applications that provide no direct interactive screen or terminal input/output functionality. Essentially, the number of authorized users for dynamicXport includes: i) a specific number of, or unlimited, Discrete Users, ii) External Users for ODBCDL4 and iii) an expanded license for The Software and Third-Party Software to permit the import/export of data, as well as access and manipulation of data files and databases whose data is shared with applications not written in, and running within sessions of The Software.

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.

RENEWALS: 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.

DEVELOPMENT DISTRIBUTION MODIFICATIONS: Dynamic grants Customer a limited license to modify the dL4 Runtime or UniBasic Runtime using the dL4 or 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 to the Modifications only, subject to Dynamic's rights in the Software and Customer's use restrictions herein. Customer shall not market, publish, 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 any 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 or the security provisions embedded in The Software and SSN. Any such misuse shall constitute an irrecoverable and non-curable breach of this agreement, result in the immediate termination of this License and expose you to potential civil and criminal penalties. 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 any physical media. Customer acknowledges and agrees that The Software, other than Third-Party Software, is owned by Dynamic 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 this License Agreement. 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 change the licensing terms and/or pricing and benefits of the subscription without notice, upon each monthly or annual renewal or upon delivery to the Customer of a new License, SSN, replacement or upgrade. The current revision of this agreement may be found at: www.dynamic.com.

LEGAL FEES: Customer agrees that Dynamic shall be entitled to reasonable Attorney Fees with respect to any successful action brought by Dynamic to enforce it's rights under this License Agreement.

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. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.