# License Agreement

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The terms used herein are defined as follows

a) **"Application Programming Interface"** or **"API"** means publicly accessible interfaces by which application may access the functionality of the Product.

b) **"Software as a Service"** or **"SaaS"** means a software deployment model where the provider licenses software application as a service on demand to its customers.

c) **"Documentation"** means any online or otherwise enclosed documentation provided with this Product

d) "**Software Development Kit**" or "**SDK**" means a set of development tools that allows for the creation of applications for a certain software package, software framework, hardware platform, computer system, video game console, operating system, or similar platform.

e) **"General Products"** means products that are used by developers to develop applications using Arctorus libraries.

f) **"Server Products"** means products that will work on servers e.g BIRT, JasperReports

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Arctorus grants the use of **The Product** identified as **General** according to one of the license types

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*Creation:*
Developer License grants one (1) developer to create unlimited number of derived works utilizing the Product.

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*Creation:*
Developer OEM License grants one (1) developer to create unlimited number of derived works utilizing the Product.

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Team License grants up to (10) developer to create unlimited number of derived works utilizing the Product.

*Deployment:*
Team License allows deployment of unlimited number of derived works, not including SaaS, utilizing the Product, up to ten (10) physical locations.

### v) Team OEM License

*Creation:*
Team OEM License grants up to (10) developer to create unlimited number of derived works utilizing the Product.

*Deployment:*
Team OEM License allows deployment of unlimited number of derived works, including SaaS, utilizing the Product, to unlimited number of physical locations.

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*Deployment:*
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*Creation:*
Developer OEM License grants one (1) developer to create unlimited number of derived works utilizing the Product.

*Deployment:*
Developer OEM License allows deployment of unlimited number of derived works, including SaaS, utilizing the Product, to unlimited number of physical or virtual servers.

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*Creation:*
Team License grants up to (10) developer to create unlimited number of derived works utilizing the Product.

*Deployment:*
Team License allows deployment of unlimited number of derived works, not including SaaS, utilizing the Product, up to ten (10) physical or virtual servers.

### v)     Team OEM License

*Creation:*
Team OEM License grants up to (10) developer to create unlimited number of derived works utilizing the Product.

*Deployment:*
Team OEM License allows deployment of unlimited number of derived works, including SaaS, utilizing the Product, to unlimited number of physical or virtual servers.

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B. ARCTORUS'S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES, FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT CAUSED SUCH DAMAGE.

**C.** THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.

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## 12. TAXES

The license fees and any other amounts payable pursuant to this Agreement are exclusive of all national, state, regional, local, municipal or other taxes and fees including, but not limited to, excise, sales, use, property, ad valorem, intangibles, goods and services and value added taxes, customs duties and registration fees, now in force or enacted in the future, and all such taxes and fees, except taxes based on Arctorus's net worth, capital or net income, shall be paid directly by the Customer, or if paid by Arctorus, you will reimburse Arctorus.

## 13. APPLICABLE LAW.

This Agreement is made in the State of Nevada, USA and shall be governed in accordance with the laws of the Nevada, USA. Any lawsuit filed regarding this Agreement shall be filed in Nevada, USA. The parties further agree that the law of Nevada, USA shall apply in such a lawsuit. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

## 14. ENTIRE AGREEMENT.

This EULA is the entire agreement between you and Arctorus relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any Arctorus policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full-force and effect.