



SOFTWARE LICENSE AGREEMENT

THIS IS PART OF A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SAFE SOFTWARE INC. BY LOADING THIS SOFTWARE OR CLICKING ON THE "AGREE" OR "YES" BUTTON DURING THE INSTALL SEQUENCE YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK ON THE "I DO NOT AGREE" OR "NO" BUTTON, OR OTHERWISE INDICATE YOUR REFUSAL, MAKE NO FURTHER USE OF THE SOFTWARE, AND RETURN THE FULL PRODUCT WITH PROOF OF PURCHASE WITHIN THIRTY DAYS OF PURCHASE AND YOUR MONEY WILL BE REFUNDED.

This is a license from Safe Software Inc. ("Safe") and not a sale of goods. This license agreement gives the Licensee certain limited rights to use the proprietary FME software, extensions, and related materials ("Software and Related Materials"). All rights not specifically granted in this Agreement are reserved to Safe. Safe reserves the right to change the functionality and specifications of the Software without notice.

Definitions: As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

"Software" means the actual copy of all or any portion of the computer programs known as FME hereby licensed inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied by Safe.

"Related Materials" means all of the printed materials, user documentation, and training documentation supplied by Safe under this Agreement whether in electronic and physical formats.

"Concurrent Users" means the maximum number of users who will be using the Software at the same time. On a network server, the quantity of the Software in "use" is considered to be the maximum number of sessions executed at any one time.

Permitted Uses: Licensee may copy and use the Software in accordance with this license.

If Licensee has purchased a single user license, Licensee is authorized to use one copy of the software on a single user computer in such a way that the software is not accessible or usable by another computer or user. The Software is considered in "use" when any portion of the Software is either loaded in memory or stored on a hard disc or other storage device.

If Licensee has purchased a floating license authorizing a specified number of concurrent users, Licensee may install the Software on multiple computers, provided that the number of concurrent users at any one time is not greater than the specified number of concurrent users purchased.

If Licensee has purchased a server license, Licensee may install the Software on a server and use the Software for the number of concurrent instances authorized by the server license.

Licensee may use the Software with Licensee's own data or with third party data, provided that if any third party data is processed it must be solely for Licensee's own use, and not for any other purpose.

Uses Not Permitted: Processing third-party data for the use of third parties is not permitted unless a separate written agreement is obtained from Safe. Licensee shall not sell, rent, lease, sub-license, lend, timeshare or transfer, in whole or in part, or provide unlicensed Third Parties access to the prior or present versions of the Software and Related Materials, any updates, or to Licensee's other rights under this Agreement. Licensee shall not reverse engineer, decompile, or disassemble the Software. Licensee shall not alter, modify, or create any derivative works of the Software and Related Materials except in accordance with this License. Licensee shall not make additional copies of the Software and Related Materials beyond what is reasonably required for internal backup protection. Licensee shall not remove or obscure any Safe copyright or trademark notices. Licensee shall not use the Software as a component in any turnkey or data translation system unless a separate written agreement is obtained from Safe. FME is



subject to change without notice. Safe assumes no liability for any system on which this software is installed. Safe assumes no liability for any data translated by FME.

Components of FME make use of Free and/or Open Source software. License details and source code to these components are available from <http://www.safe.com/foss/>.

Safe retains exclusive title and ownership of any copy of the Software and Related Materials licensed under this Agreement and hereby grants to Licensee a personal, non-exclusive, non-transferable license to use the Software and Related Materials pursuant to the terms and conditions of this Agreement. Safe warrants that it has the right and power to grant the licenses and rights set forth in this Agreement and warrants that the Software and Related Materials do not violate copyrights, trade secrets or other proprietary rights of others.

The Software and Related Materials are owned by Safe and are protected by United States and Canadian copyright laws and applicable international treaties and/or conventions, and the structure, organization and code are the valuable trade secrets of Safe. Licensee agrees not to export the Software and Related Materials into a country, which does not have copyright laws that will protect Safe's proprietary rights. From the date of receipt, Licensee agrees to use reasonable effort to protect the Software and Related Materials from unauthorized use, reproduction, distribution, or publication. Licensee shall not be obliged to incur any financial burden to protect the software.

Usage Statistics: If this license was granted to enable you to evaluate the software, Licensee agrees that Safe may collect usage statistics. Safe will collect information about the version of Windows (i.e. 95, 2000, XP) and how Licensee uses the Software (for example, what formats and processing facilities are utilized more than others). The information collection process is completely anonymous. We do not collect Licensees name, address or any other personally identifiable information. Licensees results will be automatically combined with the results from other users, and the resulting statistics will help Safe identify trends and usage patterns which in turn will help Safe focus its development efforts for future versions of FME.

Export Controls: Licensee acknowledges and understands that the export or re-export of certain goods or technical data from the United States requires an export control license from the United States Government, and that failure to obtain an export control license may result in a violation of U.S. laws. The Software may be subject to such export restrictions. To the extent that it is, the Software may not be shipped, transferred, licensed, exported or re-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. Specifically, and without limitation, FME may not be exported or re-exported to (or to a national or resident of) Cuba, Iraq, Sudan, North Korea, Iran and Syria or any other country or person with which the United States has embargoed trade in accordance with such export restrictions. Licensee is responsible for obtaining any and all appropriate permissions prior to exporting or re-exporting products incorporating, encompassing, or relying upon FME.

Assignment: Licensee shall not assign this contract of Licensee's rights hereunder without the prior written consent of Safe. Any purported assignment without such consent shall be null and void. As a condition of obtaining consent, Licensee may have to pay a transfer fee.

Term: The Agreement will automatically terminate without notice if Licensee fails to comply with a material provision of this Agreement. If this license was granted to Licensee for evaluation purposes, this license automatically terminates on the earlier of (1) the expiration of 14 days from the original installation of the Software, or (2) when the Software ceases to function as a result of timing out, unless Licensee has subsequently purchased a license from Safe in which case the terms of this license shall be deemed to have continued in full force and effect. On termination, Licensee shall return to Safe the Software, Related Materials, and any whole or partial copies, codes, modifications, and merged portions in any form. The parties hereby agree that all provisions, which operate to protect the rights of Safe shall remain in force should termination occur.



LIMITED WARRANTY: SAFE WARRANTS THAT THE SOFTWARE IS PROVIDED “AS IS” AND WITH ALL DEFECTS AND ERRORS. THE SOFTWARE IS SUBJECT TO CHANGE WITHOUT NOTICE. SAFE WARRANTS THAT THE MEDIA UPON WHICH THE SOFTWARE AND RELATED MATERIALS ARE PROVIDED WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE, FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF RECEIPT (THE "WARRANTY PERIOD"). THIS LIMITED WARRANTY PERIOD APPLIES ONLY TO THE ORIGINAL VERSION OF THE SOFTWARE PURCHASED BY LICENSEE, AND DOES NOT APPLY TO ANY SUBSEQUENT VERSIONS OF THE SOFTWARE THAT LICENSEE MAY BE ENTITLED TO USE AS A RESULT OF HAVING PURCHASED AN ANNUAL MAINTENANCE CONTRACT PROVIDING LICENSEE WITH THE MOST RECENT RELEASES OF THE SOFTWARE. SAFE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SAFE ASSUMES NO LIABILITY FOR ANY SYSTEM ON WHICH THIS SOFTWARE IS INSTALLED OR FOR ANY DATA TRANSLATED BY FME.

EXCLUSIVE REMEDY AND LIMITATION OF LIABILITY: DURING THE WARRANTY PERIOD AS DEFINED IN THIS LICENSE, SAFE'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY SHALL BE TO REPLACE THE MEDIA CONTAINING THE SOFTWARE AND RELATED MATERIALS IN ACCORDANCE WITH SAFE'S USER SUPPORT POLICY. SAFE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OR BUSINESS OPPORTUNITY RELATED TO LICENSEE'S USE OF THE SOFTWARE AND RELATED MATERIAL, EVEN IF SAFE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SAFE IS NOT LIABLE FOR ANY AMOUNT, IN DAMAGES OR OTHERWISE, IN EXCESS OF THE AMOUNT PAID BY LICENSEE FOR THIS LICENSE.

No Implied Waivers: No failure or delay by Safe in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Safe.

Order of Precedence: Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favour of the terms of this License Agreement.

Applicable Law: The laws of the province of British Columbia, Canada, govern this license. Any and all disputes shall be resolved in a court of competent jurisdiction in British Columbia, Canada.