

## SYSTEMS ENGINEERING, INC. END USER LICENSE AGREEMENT

By using any of Systems Engineering, Inc.'s software products (the "Software"), you hereby agree to comply with the terms of this End User License Agreement ("EULA"). If you do not agree to the terms of this EULA, you are not authorized to use the Software. This EULA applies to any upgrades and supplements to the original Software provided and is referred to on your opening screen.

---

1. The Software is owned and copyrighted by Systems Engineering, Inc. ("SEI"). The Software is licensed, not sold, only on the terms of this EULA. Acceptance, installation, and/or use of the software indicates your acceptance of the terms and conditions of this EULA. Upon proper receipt of the software, you will acquire only the license to use the Software subject to and consistent with the terms of this EULA and any other written agreement with SEI. You assume full responsibility for the selection of the program to achieve your intended results, and for the use and results obtained from the Software.
2. In consideration of your acceptance of the terms and conditions contained in this EULA, SEI grants you a non-exclusive, nontransferable, revocable license to use the Software and the associated documentation for your own needs on one Server. You are not licensed to rent, lease, transfer, sublicense, or distribute the Software. You may not allow any third party to access or view the Software for any reason other than to assist you professionally in your business where the software is currently being used.
3. Title and copyright to the Software, including object code media and documentation, remain with SEI. You may not copy, reproduce, distribute, display, or make data transmissions of the Software, in whole or in part, except as is necessary for back-up or archival purposes. You may not reverse engineer, translate, disassemble or decompile the Software, in whole or in part.
4. The EULA is effective upon your initial use of the Software and will remain effective until terminated. You may terminate it at any time by notifying SEI in writing. SEI has the right to terminate this EULA for any reason and deny you access to use of the Software for any reason, including if you fail to comply with any term or condition of this EULA or any other written agreement with SEI. Upon termination you shall stop all use of the Software.
5. SEI's copyrights in and your duties of confidentiality as to the Software will survive any termination of this EULA in perpetuity.
6. YOU AGREE THAT THE SOFTWARE IS MADE AVAILABLE TO YOU ON AN "AS IS, WHERE IS" BASIS. SEI DISCLAIMS ANY AND ALL WARRANTIES WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SEI BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM THIS EULA AND/OR ANY USE OF THE SOFTWARE, ANY COMPONENT THEREOF, ANY UPDATE OR ANY DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR ENHANCED DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS, AND LOSS OF USE), EVEN IF SEI OR ANY SEI REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS, DAMAGES, CLAIMS OR COSTS, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. Some Countries/States have laws which require warranty and liability rights different from those stated herein. In those areas the required warranty and liability terms will apply.
7. This EULA, and (except as required by applicable federal or State laws) the use of the Software, will be governed by and construed in accordance with the laws of the State of North Carolina, without giving any effect to any conflicts of laws provisions or principles of North Carolina or your actual state or country of residence. Any claim or controversy in any way arising out of or relating to this EULA, the Software, or your use of the Software must be filed exclusively in a court of competent jurisdiction sitting in Guilford County, North Carolina, and you consent to exclusive jurisdiction and venue in the courts located in Guilford County, North Carolina.
8. This EULA will bind and inure to the benefit of each party's permitted successors and assigns. This EULA is personal to you and you may not transfer, assign or delegate it to anyone. Any attempt by you to assign, transfer or delegate this EULA shall be null and void. We may assign this EULA at any time without notice or permission.
9. You agree that SEI can update or modify the terms of this EULA at any time by posting the same on this site. Unless SEI notes otherwise at the time of posting, changes will be effective immediately upon posting. You accept changes to this EULA either by using the Software after we post the changes with the Software or by clicking to confirm acceptance. You are responsible for checking the Software for changes to this EULA. You should periodically access this EULA through the Software to review the current EULA.
10. If any provision of this EULA is ruled invalid, unlawful, or unenforceable for any reason by a court of competent jurisdiction, then that provision shall be severed from and shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this EULA. By using the Software, you further agree that this is the complete and exclusive statement of the EULA, which supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this EULA.
11. In addition to any other legal or equitable remedies or relief available to SEI, you agree that SEI has the absolute right to obtain injunctive relief to protect SEI's proprietary rights.

Last Revised: February 11, 2020