

### 1 Definitions

In this agreement:

“Developer”	means a person carrying out the software development process or a person making configuration changes to a SharePoint Farm.
“Farm”	means a SharePoint farm as defined in Microsoft’s SharePoint documentation.
“Licensee”, “you”, “your”	means the individual or Legal Entity downloading the Product.
“Licensor”, “we”, “our”	means Muhimbi Ltd, a company registered in England and Wales with company registration number 06702809 and is having its registered office at 193 Camp Road, St. Albans, AL1 5NB, United Kingdom.
“SharePoint”	means Windows SharePoint Services 3.0, Microsoft Office SharePoint Server 2007, SharePoint Foundation 2010 or any derived products including future releases.
“Product”	means the materials accompanying this License, which may include computer software, associated media, printed materials, and “on line” or electronic documentation and source files, resource files, project and solution files, containing the source code for the Product.
“Server”	means a machine, physical or virtual, running a copy of the Product.
“Site Collection”	means a SharePoint site collection as defined in Microsoft’s SharePoint documentation.
“Site”	means a physical location in form of a data centre or disaster recovery location either inside the Licensee’s organisation or inside one of the locations of the Licensee’s customer.
“User”	means a person using Product for its legitimate and intended operational use in a manner not contrary to the terms of this License.
“Web Application”	means a SharePoint web application as defined in Microsoft’s SharePoint documentation.
“Legal Entity”	an organisation such as a company, trust fund, charity, partnership, association or corporation.

### 2 Introduction

- 2.1 Please read this document carefully. By using all or any portion of Product you accept all the terms and conditions of this license agreement (“License”) and agree to be bound by the terms of this License.
- 2.2 The Product is provided to the Licensee by the Licensor for use only under the following terms. The Licensor reserves all rights not expressly granted to the Licensee under this Licence. The Licensee owns the physical media, if any, on which Product is recorded, but the Licensor retains ownership of all copies of the Product itself. The Licensee assumes sole responsibility for the installation, use and results obtained from use of the Product.

## 3 Grant of License

3.1 Several licenses are available on our website. You may have purchased the one that suits your requirement(s). Depending upon the choice of the Licensee and corresponding payment to the Licensor, the Licensee may avail the Licence for the selected version. The Licensor will grant to the Licensee a limited, non-exclusive Licence for the relevant version of the Product. Individual Licence Types are not guaranteed to be available for all Products. The various licenses are as under:

### 3.1.1 Free Evaluation Version

- 3.1.1.1 Support via public forums only;
- 3.1.1.2 Evaluation message / watermark when used;
- 3.1.1.3 Not allowed to be used for any kind of production purposes.

### 3.1.2 Server License

- 3.1.2.1 Licensed for use on a single Server;
- 3.1.2.2 Licensed for use by an unlimited number of Developers;
- 3.1.2.3 Licensed for use by an unlimited number of Users.
- 3.1.2.4 Licensed for use in SharePoint as well as non-SharePoint based environments.

### 3.1.3 SharePoint Web Application License

- 3.1.3.1 Licensed for use across one or more Site Collections within a single Web Application on a single Farm;
- 3.1.3.2 Licensed for use at a single Site;
- 3.1.3.3 Licensed for use on a **single Server**, within the limits of 3.1.3.1 and 3.1.3.2;
- 3.1.3.4 Licensed for use by an unlimited number of Developers;
- 3.1.3.5 Licensed for use by an unlimited number of Users;
- 3.1.3.6 Licensed for use from SharePoint only.

### 3.1.4 SharePoint Web Farm License

- 3.1.4.1 Licensed for use in a single Farm;
- 3.1.4.2 Licensed for use across an unlimited number of Site Collections in the Farm;
- 3.1.4.3 Licensed for use across an unlimited number of Web Applications in the Farm;
- 3.1.4.4 Licensed for use at a single Site;
- 3.1.4.5 Licensed for use on an unlimited number of Servers in the Farm;
- 3.1.4.6 Licensed for use by an unlimited number of Developers;
- 3.1.4.7 Licensed for use by an unlimited number of Users;
- 3.1.4.8 Licensed for use from SharePoint only.

### 3.1.5 SharePoint Site License

- 3.1.5.1 Licensed for use at a single Site;
- 3.1.5.2 Licensed for use across an unlimited number of Farms at the Site;
- 3.1.5.3 Licensed for use across an unlimited number of Site Collections in each Farm;
- 3.1.5.4 Licensed for use across an unlimited number of Web Applications in each Farm;
- 3.1.5.5 Licensed for use on an unlimited number of Servers at the Site;
- 3.1.5.6 Licensed for use by an unlimited number of Developers;
- 3.1.5.7 Licensed for use by an unlimited number of Users;
- 3.1.5.8 Licensed for use from SharePoint only

### 3.1.6 Enterprise License

- 3.1.6.1 Licensed for use on an unlimited number of Servers;
- 3.1.6.2 Licensed for use in a single Legal Entity;
- 3.1.6.3 Licensed for use by an unlimited number of Developers;
- 3.1.6.4 Licensed for use by an unlimited number of Users;
- 3.1.6.5 Licensed for use in SharePoint as well as non-SharePoint based environments.

### 3.1.7 OEM License

- 3.1.7.1 Licensed for use on an unlimited number of Servers;
- 3.1.7.2 Licensed for use by an unlimited number of Developers;
- 3.1.7.3 Licensed for use by an unlimited number of Users;
- 3.1.7.4 Licensed for use in SharePoint as well as non-SharePoint based environments.
- 3.1.7.5 Licensed to embed in and distribute as part of a custom application that adds significant and primary functionality over the Product and is not merely a set or subset of the functionality provided by the Product.

### 3.1.8 OEM License + Source Code

- 3.1.8.1 Licensed for use on an unlimited number of Servers;
- 3.1.8.2 Licensed for use by an unlimited number of Developers;
- 3.1.8.3 Licensed for use by an unlimited number of Users;
- 3.1.8.4 Licensed for use in SharePoint as well as non-SharePoint based environments.
- 3.1.8.5 Licensed to access source code and make custom modifications;
- 3.1.8.6 Licensed to embed in and distribute as part of a custom application that adds significant and primary functionality over the Product and is not merely a set or subset of the functionality provided by the Product.

3.2 The Product is protected by copyright law. As an express condition of this Licence, the Licensee must not remove from the copy of the Product the Licensor's copyright notice and any other proprietary marks appearing on the original copy supplied by Licensor.

3.3 The Licensee can transfer the Product and all rights under this Licence to another party together with a copy of this Licence and all written materials accompanying the Product, provided (i) the Licensee gives to the Licensor written notice of the transfer (including in such notice the identity of the transferee), and (ii) the other party reads and agrees to accept the terms and conditions of this Licence.

3.4 The Licensee may make a reasonable number of backup copies of the Product during the term of this Licence so long as backup copies are not used for any purpose other than to replace the original copy of the Product. If such copy is damaged or destroyed, the Licensee may also make and authorise others to make a reasonable number of backup copies of Product that the Licensee has been licensed under the terms of this Licence.

3.5 We do not provide support for works derived from the Product.

## 4 Restrictions on use

Except as expressly provided in paragraph 3 above, the Licensee will not:

- 4.1 sub-license or assign the Product to others;
- 4.2 distribute the redistributable components of the Product;

- 4.3 decompile, reverse engineer, disassemble, or otherwise reduce the Product to a human readable form;
- 4.4 modify, adapt, translate, rent, lease, loan, resell for profit, distribute, or otherwise assign or transfer the Product or any part thereof;
- 4.5 use the Product to develop derived works that offer similar functionality as the Product, expose the features of the Product for use by an unlicensed third party.
- 4.6 Use the Product to create software that might directly compete with Muhimbi's products.
- 4.7 use the name "Muhimbi" or another similar name to endorse or promote products derived from the Product without our prior written permission.

### **5 Protection and Security**

The Licensee will use best efforts and will take all reasonable steps to ensure that no unauthorised person shall have access to the Product and that no unauthorised copy, publication, disclosure or distribution in whole or in part, in any form of the Product shall be made. The Licensee acknowledges that the Product contains valuable confidential information and trade secrets of the Licensor and that unauthorised use and/or copying are harmful to the financial interests of the Licensor.

### **6 Termination**

This Licence is effective until terminated. This Licence will terminate immediately without notice from the Licensor if the Licensee fails to comply with any of its provisions. Upon termination the Licensee must destroy the Product and all copies thereof as well as the licence keys (which is a proof of license), and the Licensee may terminate this Licence at any time by doing so.

### **7 Limited Warranty**

- 7.1 The Licensee is entitled to one year warranty over the Product which allows the Licensee to download updates and contact our support desk for the problems relating to the Product. The Licensee will be informed about any updates, upgrades, enhancements or improvements to the Product and/or new releases of the Product via email. The Licensee can buy a warranty extension after that period for a price then prevailing.
- 7.2 In case of Product maintenance and / or updates:
  - 7.2.1 this Licence entitles the Licensee to updates of the Product for a period of one year ("Warranty Period") following the purchase of the Product,
  - 7.2.2 the Licensor may, in its sole discretion, provide technical support, updates and/or supplements of the Product and/or related information ("Updates") to you hereunder, in which case such Updates shall also be deemed to be included in the Product and therefore governed by this License, unless other terms of use are provided by Muhimbi with such Updates.
- 7.3 If at any time, the Product is upgraded from its earlier version that you originally had, it is provided to you on a license exchange basis. You agree by your installation and use of such copy of the Product to voluntarily terminate your earlier license and that you will not continue to use the earlier version of the Product or transfer it to another person or entity unless such transfer is otherwise valid according to the terms of this License.

- 7.4 This warranty does not cover any Product that has been altered or changed otherwise than provided in this License. The Licensor is not responsible for problems associated with or caused by incompatible operating systems or equipment or for problems in the interaction of the Product with other software not provided by the Licensor.
- 7.5 No oral or written information or advice given by the Licensor or its dealers, distributors, employees or agents shall in any way extend, modify or add to the foregoing warranty.
- 7.6 The Licensor does not make any guarantee about its PDF conversion products maintaining 100% of all formatting when converting documents.
- 7.7 The warranty and remedy provided above are exclusive and in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Licensee assumes all risk as to the suitability, quality, and performance of the software.
- 7.8 In no event will the Licensor, or its directors, officers, employees or affiliates, be liable to the Licensee for any consequential, incidental, indirect, special or exemplary damages (including damages for loss of business profits, business interruption, loss of data or business information, and the like) arising out of the use of or inability to use the Product or accompanying written materials, even if the Licensor has been advised of the possibility of such damages.
- 7.9 The Licensor's entire liability to the Licensee for actual direct damages for any cause whatsoever, and regardless of the form of the action, will be limited to, and in no event shall exceed, the amount originally paid by the Licensee to the Licensor for the Licence of the Product.
- 7.10 In case the Product is redistributed by the Licensee as part of an OEM License, the Licensee will take over all technical support.

## 8 Miscellaneous

- 8.1 Subject to any other agreement entered between the parties, in the event that any provision of this Licence is held by the court to be legally ineffective or unenforceable, such provision will be rewritten to reflect the original intent of the Licensor. The validity of the remaining provisions will not be affected.
- 8.2 Failure or neglect by either party to exercise any of its rights or remedies under this Licence will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Licence nor prejudice that party's right to take subsequent action.
- 8.3 In the event of a dispute arising out of or in connection with this Licence and which has not been resolved following discussions and negotiations with us then you undertake to attempt to settle the dispute by engaging, in a process of mediation with us in good faith, before commencing arbitration or litigation.
- 8.4 This Licence will be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

If you have any questions about these terms and conditions of the License, please contact us at [licensing@muhimbi.com](mailto:licensing@muhimbi.com)