# Extent Framework (End User License Agreement)

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- Professional

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- 1) Developer
- 2) Build Server

The Developer License permits the user to access the source code. The Developer License requires special licensing terms and a special request must be made for its procurement. A quote for the Developer License can be obtained by emailing: *extentreports@tekstrom.com*.

Either the Developer or Build Server versions can be purchased for a site or for an Enterprise.

#### Developer

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### **Klov Support**

Klov can be used as a build repository in conjunction with the Extent Framework. Klov remains a free product and is not covered by this EULA or the Support Services. It is a separate license which can be reviewed at <u>https://github.com/extent-framework/klov-server</u>.

#### License and Support Services Fee

Licensee shall pay the agreed License and Support Services Fee for the purchase of Software and Support Services.

Tekstrom Inc. shall invoice Licensee and Licensee shall pay all invoices by the agreed payment method timely, which shall be no later than 30 days from the invoice date.

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Delivery by Tekstrom Inc. of the licensed Software will be through a link by an email to the Licensee after the execution of the agreement and receipt of all applicable payments.

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For the purpose of promotion and marketing, Tekstrom Inc. may use Licensee's name and reference during discussions or in various communications directly with a prospective customer or to the market at large.

### Confidentiality

For the purpose of this section the Parties shall be called Disclosing Party and Receiving Party respectively.

Each Party acknowledges that Confidential Information is proprietary, that it is valuable to Disclosing Party and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to the Disclosing Party.

Confidential Information shall not include information that (i) is generally known to the public at the time of disclosure; (ii) is legally received by Receiving Party from a Third Party, which Third Party is in rightful possession of Confidential Information, (iii) becomes generally known to the public subsequent to the time of such disclosure, but not as a result of disclosure by Receiving Party, or (iv) prior to signing of this Agreement, is already in the possession of Receiving Party.

Obligations of receiving Party in regard to Confidential Information:

In consideration of the disclosure to Receiving Party of Confidential Information, Receiving Party agrees to receive and to treat Confidential Information on a confidential and restricted basis and to undertake the following additional obligations with respect thereto,

To use Confidential Information for the sole purpose of fulfilling this Agreement unless otherwise expressly agreed to in writing by Parties,

Not to duplicate, in whole or in part, any Confidential Information,

Not to disclose Confidential Information to its members, officers, employees, Affiliates, counsel or consultants except on a need-to-know basis, and each such person Receiving Confidential Information shall be notified of and required to abide by the terms and conditions of this Agreement,

Not to disclose Confidential Information to any Third-Party entity or individual, corporation, partnership, sole proprietorship, customer, advisor or client without the prior express written consent of Disclosing Party;

This confidentiality section shall survive the termination of this Agreement, regardless of the reason or lack of reason for its termination.

#### **Severability**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

#### Export

The Licensee agrees to comply with all applicable export laws and restrictions and regulations of any United States and any applicable foreign agency or authority, and not to export or re-export the License or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. Licensee shall be liable for any such violations. The version of the License supplied to Licensee may contain encryption or other capabilities restricting Licensee's ability to export the License without an export license.

#### Audit

Licensee shall maintain accurate records as necessary to verify compliance with this Agreement. Upon request by Tekstrom Inc., Licensee shall furnish such records to Tekstrom Inc. and certify its compliance with this Agreement.

#### Amendments

No amendment to, or modification of this Agreement will be binding unless made in writing and signed by Licensor. Parties agree that any additional or different terms in any other document or arrangement not forming part of this Agreement, including any letter or terms of engagement or the like, purchase order, invoice, acknowledgment, delivery receipt, confirmation or other delivery or acceptance document issued by or on behalf of Tekstrom, or by or on behalf of Licensee at the request of Tekstrom, shall be void, and of no force or effect if in breach with this Agreement.

#### Notices

All notices to be given under this Agreement to Tekstrom Inc. shall be in writing and shall be delivered in person (by courier or otherwise) or mailed by certified or registered mail, return receipt requested. The notices to Tekstrom Inc. may also be sent by Facsimile transmission or Email. All notices to Tekstrom Inc. must be sent to:

Tekstrom Inc. 1301 Milltown Rd, Wilmington, DE 19808

Facsimile: +1 302 709 5901 Attention: Extent Framework Email: extentreports@tekstrom.com

The Facsimile and Email is not a substitute of a physical delivery.

Information from Tekstrom Inc. to Licensee shall be sent by email to the email address Licensee has provided upon purchase. It is Licensee' responsibility to ensure that the e-mail address is correct. Tekstrom Inc. does not take responsibility for lost communication.

All notices, demands or other communication given by a party to the other shall be deemed to have been duly given when made in writing and sent to the registered e-mail address.

#### **Applicable Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of State of Delaware. Licensee agrees that the Delaware courts shall have exclusive jurisdiction over any disputes.

#### **Entire Agreement**

This Agreement is the entire agreement between Tekstrom Inc. and Licensee relating to this relationship and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that relationship.

# **Support Policy**

#### **Professional Editions**

We include 30 days of free email technical support and updates with every License we sell.

Our normal support hours are 9 AM - 5 PM Eastern Time (Monday – Friday; except for National observed or designated holidays).

## **Support Services Agreement**

The licensee who buys software services for one or multiple years, will start receiving the services from the time payment in full for the purchased service is received by Tekstrom Inc.

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- Unlimited e-mail technical and customer support.
- The Support services program is added to the 30 days of support included with the License.
- A three-year pre-paid support plan is available at a significant discount.
- A limited paid phone support may be available. All phone support queries should be directed to extentreports@tekstrom.com.

## **Community Editions**

Please use the appropriate GitHub repository to log a support case.

Note: We do not guarantee support for free software.