

Talus Software  
DBPowerSuite License Agreement  
Revised: January 31, 2010

Definitions  
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"DBPowerSuite" DBPowerSuite is any source code and/or binary code written by Talus Software, incorporated in the product, which consists of, but is not limited to database administration and accessing libraries and programs.

"Customer" The party interested in purchasing DBPowerSuite license(s); that is, the party entering into this agreement.

Per-Computer License  
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Talus Software grants licenses to DBPowerSuite on a per-computer basis. A one computer license enables the Customer to install DBPowerSuite on a single computer and to run DBPowerSuite from one computer. Usually, the installation and runtime computer are the same. Talus Software grants the "Customer" the right for any and all users of the computer the privilege to run DBPowerSuite at the same time on the one computer.

Talus Software does not grant licenses based on number of CPUs within the computer. Talus Software does not grant licenses based on number of client seats.

It is possible to install DBPowerSuite once and remote share the DBPowerSuite directory to many other local computers. Though possible, this is a violation of this agreement if DBPowerSuite is running on more than one computer; in this case, on several local computers. Talus Software licenses DBPowerSuite based on where the Customer runs DBPowerSuite, not on where the Customer installs DBPowerSuite.

Non-Exclusive License  
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Talus Software grants non-exclusive licenses of DBPowerSuite. Talus Software retains the exclusive right to grant licenses of DBPowerSuite to any Customer or party.

#### Non-Transferable License

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Licenses to DBPowerSuite are not transferable. The Customer cannot transfer any DBPowerSuite license, binary code, source code, or support files to any other party.

#### No Sublicenses

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Talus Software restricts the use of DBPowerSuite to the Customer. The Customer can not sublicense DBPowerSuite, or portions of DBPowerSuite to any other company or party.

#### Copyright

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Talus Software owns all copyrights to DBPowerSuite binaries and source code. The Customer may make backups of the product, but the Customer may not copy, use or run the software on computers the Customer has not paid licenses. The Customer cannot sell or distribute DBPowerSuite or any portion of DBPowerSuite to other companies or parties.

#### Derived Code and Copyright

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When the Customer writes software based on the DBPowerSuite API or embeds DBPowerSuite code within its own software via a Source License, the new code that is not taken from the DBPowerSuite code, is called derived code. The Customer that has written the derived code has copyright to the derived code. Talus Software still retains exclusive copyright of DBPowerSuite code.

A company cannot use the derived code on another computer without paying Talus Software for at least a run-time license for that computer.

#### Disclaimer

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Talus Software, Talus Software's owners or employees do not warrant the results of DBPowerSuite, or that any failures or errors in the DBPowerSuite software will be corrected. In no event will Talus Software, its owners or employees be liable for any loss or inaccuracy of data, loss of profits or indirect, special, incidental or consequential damages, even if it has been advised of the possibility of such damages.

Violations of This Agreement

If the Customer breaks any part of this agreement, then . . .

1. the whole agreement immediately terminates,
2. all Customer's DBPowerSuite licenses immediately end,
3. Talus Software keeps any and all license fees,
4. Customer admits to violating Talus Software's copyright,
5. Customer subjects itself to civil and/or criminal prosecution at Customer's expense.

Signed,

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Customer Date

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Customer Representative Printed Name

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