



SOFTWARE END-USER LICENSE AGREEMENT (EULA) – (updated 1 January 2002)
APICAL ENTERPRISE SOFTWARE

IMPORTANT-READ CAREFULLY: This EULA is a legal agreement between you (either an individual or a single entity) and Ansoft IT Consultancy Pte Ltd for the Apical software identified above and that accompanies this EULA, which includes computer software and may include associated media, printed materials, "online" and electronic documentation ("Software"). YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

The product may contain the following software:

- "Server Software" provides services or functionality on your server (your computer capable of running the Server Software are "Servers");
- "Client Software" allows an electronic device ("Device") to access or utilize the Server Software.

SOFTWARE LICENSE

1. **GRANTS OF LICENSE.** Ansoft grants you the rights described in this EULA provided that you comply with all terms and conditions of this EULA.
 - 1.1 **General License Grant.** Ansoft grants to you a non-exclusive, limited, non-transferable, royalty free license to install and use the Software.
 - 1.2 **Installation.** You may install one copy of the Apical Software on a Single Server for a single site. If there are more than one site, you must obtain a separate license for each site. You may use the Apical Software only with that number of companies for which you are properly licensed.
 - 1.3 **Client Software.** You may install and use the Client Software on the number of Device so long as you have acquired a valid license for each processor running the server software.
 - 1.4 **Documentation.** You may make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for personal purposes and not to be republished or distributed (either in hard copy or electronic form) beyond your premises.
 - 1.5 **Updates/patches.** Updates/patches (if any) of the Software with respect to the Software licensed by this Certificate may only be obtained if you purchase the software maintenance option.
2. **RESERVATION OF RIGHTS AND OWNERSHIP.** Ansoft reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Ansoft or its suppliers own the title, copyright and other intellectual property rights in the Software.
3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. The manufacturer, installer, reseller and Ansoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see the software documentation.
4. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPIATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this Limitation.
5. **NO RENTAL/COMMERCIAL HOSTING.** You may not rent, lease, lend or provide commercial hosting services with the Software.
6. **PRODUCT SUPPORT SERVICES/CONSENT TO USE OF DATA.** Ansoft may provide you with product support services related to the Software. Use of any such support services is governed by the Ansoft policies and programs described in the user manual, in online documentation, on Ansoft's support WebPages, or in other Ansoft-provided materials. Any software Ansoft may provide you as part of support services will govern by this EULA, unless separate terms are provided. Except as specifically provided, this EULA does not obligate Ansoft to provide any support services or to support any software provided as part of those services. You agree that Ansoft and its affiliates may collect and use technical information gathered as part of the product support services



provided to you, if any, related to the Software. Ansoft may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

7. **ADDITIONAL SOFTWARE/SERVICES.** This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the software that Ansoft may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Ansoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.
8. **EXPORT RESTRICTIONS.** You acknowledge that the Software is subject to Singapore export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the Singapore Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by Singapore and other governments.
9. **SOFTWARE TRANSFER.** The Licenses or this EULA is non-transferable.
10. **TERMINATION.** Without prejudice to any other rights, Ansoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts.
11. **DISCLAIMER OF WARRANTIES.** To the maximum extent permitted by applicable law, Ansoft and its suppliers provide the software and support services (if any) as is and with all faults, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the software, and the provision of or failure to provide support or other services, information, software, and related content through the software or otherwise arising out of the use of the software. Also, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement with regard to the software, the entire risk as to the quality, or arising out of the use or performance of the software and any support services remains with you.
12. **EXCLUSION OF INCIDENTAL.** Consequential and certain other damages. To the maximum extent permitted by applicable law, in no event shall Ansoft or its suppliers be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the software, the provision of or failure to provide support or other services, information, software, and related content through the software or otherwise arising out of the use of the software, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), misrepresentation, strict liability, breach of contract or breach of warranty of Ansoft or any supplier, and even if Ansoft or any supplier has been advised of the possibility of such damages.
13. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Ansoft and any of its suppliers under any provision of this EULA and your exclusive remedy hereunder shall be limited to the greater of the actual damages you incur in reasonable reliance on the software up to the amount actually paid by you for the software or USD5.00. The foregoing limitations, exclusions and disclaimers (including sections 10 and 11) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
14. **APPLICABLE LAW.** If you acquired this Software in the Singapore, this EULA is governed by the laws of the State of Singapore. If you acquired this Software in any other country, **then local** law may apply.
15. **ENTIRE AGREEMENT; SEVERABILITY.** This EULA (including any addendum or amendment to this EULA which is included with the Software) are the entire agreement between you and Ansoft relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and *representations with respect to* the Software or any other subject matter covered by this EULA. To the **extent the terms** of any Ansoft **policies** or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.