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5. “Developed Web Server Software” means those Developed Software products that reside logically or physically on at least one (1) Web Server and are operated (meaning the computer Software instruction set is carried out) by the Web Server’s central processing unit(s) (CPU).
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8. "Distribution Key" means the serial key assigned for the distribution of Your developed software.
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10. "Network Server Basis" means that you may perform a single install of the SOFTWARE for use in the development and deployment of a Web-based Application and/or Report Definition files on a single Network Server.
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12. "Object Code" set of instruction codes that is understood by a computer at the lowest hardware level.
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15. "Redistributable Files" means the SOFTWARE files or other portions of the SOFTWARE that are provided by MESCIUS and are identified as such in the Documentation for distribution by You with the Developed Software.
16. "Pipeline" means an automated build process, workflow, or orchestration sequence that integrates the SOFTWARE as part of a continuous integration, data processing, or automation environment.
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18. "Run-Time" means a time when You interact with the application the same way a user would. You can view code, but you cannot change it.
19. "Serial Key" means a set of unique characters associated with the activation of the SOFTWARE.
20. "Site" means the single physical location that corresponds to a single physical mailing address of the server, where Your developed software resides.
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22. "Source Code" shall mean computer Software code or programs in human readable format, such as a printed listing of a program written in a high-level computer language. The term "Source Code" includes, but is not limited to, documents and materials in support of the development of the SOFTWARE, such as flow charts, pseudo code and program notes.

23. “Team” shall mean the development group comprised of five (5) or less developers that are licensed to use the SOFTWARE pursuant to the terms of this EULA.
24. “UPDATE” means a revision to the SOFTWARE or improvement to the functionality of the SOFTWARE, and may contain new features or enhancement.
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26. “Web Server” means a type of Network Server that serves other computers which, are specifically connected to it through either an intranet or the Internet.

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MESCIUS's entire liability and Your exclusive remedy under this EULA shall be, at MESCIUS's sole option, either (a) return of the price paid for the SOFTWARE; (b) repair the SOFTWARE through updates distributed online or otherwise in MESCIUS's discretion; or (c) replace the SOFTWARE with SOFTWARE that substantially performs as described in the SOFTWARE documentation, provided that You return the SOFTWARE in the same manner as provided in Section 1.2 for return of the SOFTWARE for non-acceptance of this EULA. Any media for any repaired or replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. The cessation of functionality resulting from an expired Subscription License shall not be considered a defect and is not covered by any warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MESCIUS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF MESCIUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CERTAIN CASES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IX. MISCELLANEOUS

1. **ENTIRE AGREEMENT.** This EULA (including any addendum to this EULA included with the SOFTWARE) is the final, complete and exclusive statement of the entire agreement between You and MESCIUS relating to the SOFTWARE. This EULA supersedes any prior and contemporaneous proposals, purchase orders, advertisements, and all other communications in relation to the subject matter of this EULA, whether oral or written. No terms or conditions, other than those contained herein, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing executed between the parties, or by other non-oral manner of agreement whereby the parties objectively and definitively act in a manner to be bound (such as by continuing with an installation of the SOFTWARE, etc.). Employees, agents and other representatives of MESCIUS are not permitted to orally modify this EULA.
2. **TERMINATION.** Without prejudice to any other rights it may have, MESCIUS may terminate this EULA and the Licenses if You fail to comply with the terms and conditions contained herein. In such an event, You must destroy all copies of the SOFTWARE and all of its component parts. For Subscription Licenses, all rights automatically terminate upon expiration if not renewed.
3. **STATUTE OF LIMITATIONS.** You agree that any action in relation to an alleged breach of this EULA shall be commenced within one year of the date of the breach, without regard to the date the

breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

4. **YOU INDEMNIFY MESCIUS.** You agree to indemnify, hold harmless, and defend MESCIUS and its suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, which arise out of or result from Your distribution of Your Developed Software, Your Developed Web Server Software or from Your breach of any of the terms and conditions of this EULA.
5. **ASSIGNMENT. MESCIUS may assign or transfer this EULA or any of its rights or obligations hereunder to an** entity which directly or indirectly controls, is controlled by, or is under common control with, MESCIUS.
6. **INTERPRETATION OF THIS EULA.** If for any reason a court of competent jurisdiction finds any provision of this EULA, or any portion thereof, to be unenforceable, that provision of this EULA will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this EULA will continue in full force and effect. Formatives of defined terms shall have the same meaning of the defined term. Failure by either party to enforce any provision of this EULA will not be deemed a waiver of future enforcement of that or any other provision. Except as otherwise required or superseded by law, this EULA is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. The parties' consent to the personal jurisdiction and venue of the Commonwealth of Pennsylvania, in the County of Allegheny, and agree that any legal proceedings arising out of this EULA shall be conducted solely in such State. The application of the U.N. Convention of Contracts for the International Sale of Goods is expressly excluded. The original version of this EULA is the English language version. Any discrepancy or conflict that may arise between the English version of this EULA and those written in any other language shall be resolved and interpreted with reference to the English version, which will always control.