

## End-User License Agreement

You Represent And Warrant That You Have The Legal Authority To Accept And Agree To The Agreement On Behalf Of The Company Or Other Persons You Represent Or On Whose Behalf You Are Installing Or Using The Program.

If you do not agree with and unless you accept each provision of this agreement, you may not access, download, install or use the program, and you must return the program for a refund in accordance with the return and refund policy set forth in this agreement.

Registration and activation of Your license for the Service with Goodwill is required. Free usage must be registered upon Your first use of the Program, otherwise, You have fifteen (15) days after Your first use of the Program to register and activate Your product or the Program will stop functioning until You register and activate Your product.

### **Return And Refund Policy.**

If You are a new customer, You must return the Program to Goodwill within sixty (60) days from Your payment of the associated license fee, as evidenced by Your receipt, in order to receive a refund of the license fee from Goodwill or if You are an existing customer and return the Program to Goodwill within thirty (30) days from Your payment of the associated license fee, as evidenced by Your receipt, Goodwill will refund the license fee. If you are located in Hyderabad, INDIA, please contact our Customer Care.

### **Grant Of License.**

Subject to Your compliance with this Agreement and Your payment of all applicable fees for the Program (if any), Goodwill hereby grants to You a perpetual, limited, non-transferable, non-sub licensable, non-exclusive license (the "License") to install and use the Program subject to the provisions of this Agreement, including the restrictions and limitations applicable to each kind of license and version of the Program set forth below.

The License is not a sale of the Program or any portion thereof and does not convey any rights of ownership in the Program.

Goodwill reserves all rights not expressly granted by this Agreement and You hereby acknowledge that all title and ownership of the Program and all associated intellectual property rights are and shall remain with Goodwill.

## License Restrictions

There are various types of licenses and versions of the Program, which reflect the number of authorized installations and users and the permitted purposes of use, each of which is subject to different restrictions and limitations as set forth below. The type of license and version of the Program are identified in the Program packaging.

### Type of License:

#### **(a) Single-User:**

If Your License to use the Program is a single-user license, the Program and related data may be: (i) installed on: (y) only one computer or workstation, or other similar electronic device which You own or use and for which the Program is designed to operate (a "Client Device"); or (z) a server and one Client Device; and (ii) accessed and used only by one individual at a time. The component parts of the Program may not be installed or used individually or jointly in full or in part on more than one Client Device, unless otherwise set forth herein.

#### **(b) Multi-User:**

If Your License to use the Program is a multi-user license, the Program and related data may be: (i) installed on: (x) up to the number of Client Devices corresponding to the maximum number of individual users or other pre-defined limit authorized by the License; or (y) a local area network provided that the number of Client Devices permitted to access the Program concurrently is limited to the maximum number of individual users or other pre-defined limit authorized by the License; or (z) a server and up to the number of Client Devices corresponding to the maximum number of individual users or other pre-defined limit authorized; and (ii) accessed and used concurrently by not more than the maximum number of individual users authorized by the License.

#### **(c) Hosted Version:**

If the program is hosted under the auspices of an authorized Goodwill Hosting partner, the maximum number of individual users or other pre-defined limit authorized by the License; or (y) a local area network provided that the number of Client Devices Program may be installed on server hardware located at premises under the exclusive or primary control of the Hosting Partner or its agent.

## **Permissible Users**

(a) Full Retail Version: If the Program is a full retail version, You may use the software only for Your business or professional use.

(b) Not for Resale/Demo Version: The Not for Resale version of the Program may be licensed and used only by persons that have entered into a valid and subsisting Agreement with Goodwill. You may use the Program only for demonstration, marketing, promotional, end user support, training, or development purposes, and only to the extent permitted or required under the applicable Other Goodwill Agreement.

## **General Restrictions**

- You may not sell, distribute, lease, rent or sub-license the Program.
- You may not reverse-engineer, reverse-translate, disassemble, or decompile the Program, or any portion thereof, or otherwise attempt to discover the source code or structural framework of the Program.
- You may not make copies, translations or modifications of or to the Program or any portion thereof, except as permitted in this Agreement. You must reproduce all copyright, trademark, trade secret and other proprietary notices on any such copies of the Program.
- You may not indulge in usage of software, hardware or services that bypass any Program license restrictions and/or reduce the number of Client Devices, concurrent users and/or seats, as may be applicable, accessing or utilizing the Program expressly does not reduce the number of licenses required.