



SOFTWARE LICENSE AGREEMENT

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1. **Accompanying Invoice.** Upon licensing the Software, You should have received an invoice issued by FNI that lists the Software version(s) being licensed to You, the expiration date for each such license, and the maximum number of Entities that may be tracked using the Software (the “**Invoice**”). Keep a copy of the Invoice with this Agreement because THE LICENSE (DEFINED IN SECTION 4 BELOW) IS ONLY VALID IF YOU OBTAINED THE SOFTWARE PURSUANT TO A PROPERLY ISSUED INVOICE. If You did not receive an Invoice, contact FNI immediately using the address set forth above. **Any installation, copying or distribution of the Software absent, or that exceed(s) the terms of, a properly issued Invoice constitutes copyright infringement and may be punishable in a federal criminal action by fines and imprisonment. In addition, federal civil remedies for copyright infringement allow for the recovery of actual damages based on the number of copies produced or, if FNI so elects, statutory damages of up to U.S. \$150,000 per work for willful copyright infringement.**

2. **License Extensions.** If Your intended Software usage exceeds the parameters set forth on the Invoice, please contact FNI to discuss a license extension.

3. **Term.** This Agreement’s term commences on the start and end dates set forth on the Invoice (the “**Term**”), unless renewed by payment of the renewal fee set forth on the renewal notice FNI sends You.

4. **License Grant.** The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Subject to this Agreement’s terms and conditions, the Software is licensed, not sold, to You as follows: FNI hereby grants to You, solely during the Term, a limited, nonexclusive, nontransferable limited license (the “**License**”): to electronically download, install, activate and use machine-readable object code versions of the Software:

5. (i) solely on each individual stand-alone computer or local area network server (“**LAN Server**”) that is a Product Activated Computer; for the purposes of this Agreement, a

“**Product Activated Computer**” or “**PAC**” means each stand-alone computer or LAN Server for which You have obtained from FNI a unique product key to activate and operate the Software on that particular stand-alone computer or LAN Server. You may make a “**Full Installation**” of the Software on either a stand-alone PAC or a LAN Server PAC. This means You may install the Software in its entirety on each such PAC. You may only make a “**Workstation Installation**” on each workstation computer that runs the Software from the PAC LAN Server. This means You may only install the client component(s) of the Software on each such workstation computer. The specific number of permitted PACs is set forth on the Invoice; if You need to increase that number, please contact FNI to arrange for a license extension; and

(ii) in connection with no more than the number of Entities set forth on the Invoice. For the purposes of this License “**Entity**” means each single set of data created and used by the Software to track the financial activities for each individual, corporation, partnership, LLC, LLP, foundation, estate, trust or other organization. “**Entities**” is the plural of Entity.

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6. **Upgrades.** If the Software is an upgrade (“**New Version**”) to software previously licensed to You (“**Previous Version**”), You must destroy all copies of the Previous Version. FNI reserves the right to require You to show satisfactory proof that the Previous Version was destroyed. If FNI or its authorized agent provides You additional software that supplements or extends the Software, that additional software shall be subject to this Agreement’s terms and conditions unless FNI otherwise agrees in writing. Notwithstanding the foregoing, You may retain one (1) back-up copy of the Previous Version and may use it solely: (i) to install the New Version hereby licensed and (ii) for archival (backup) purposes to reinstall the New Version hereby licensed if the

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11. **Governing Law/Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of California without reference to principles of conflicts of laws. All disputes hereunder shall be resolved exclusively in the appropriate state court in the City and County of San Francisco, California or federal court for the Northern District of California, U.S.A. You consent to exclusive jurisdiction in such venue and expressly waive any objection to same.

12. **Assignment.** You may not assign this Agreement without FNI's prior written consent.

13. **U.S. Government Matters.** Notwithstanding anything contained herein to the contrary and regardless of any disclosure made by Licensee to FNI of any ultimate destination of the Software, Licensee shall not export directly or indirectly the Software acquired from FNI, or any technical data derived there from, without first obtaining the written approval or required export license to do so from the United States Department of Commerce of any other agency of the U.S. government or of any foreign government having jurisdiction over such transaction, when required by any applicable statute, regulation or order. Licensee also shall comply with all state, federal, and local rules and regulations relating to Licensee's use of the Software, and Licensee shall indemnify FNI for any failure to so comply. The Software is provided with RESTRICTED RIGHTS for U.S. Government customers. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in FAR 12.212 (Commercial Computer Software-Restricted Rights) and DFAR 227.7702 (Rights in Technical Data and Computer Software), as applicable.

14. **Equitable Relief.** You acknowledge that, at the time this Agreement is entered, it would be impossible or inadequate to measure and calculate all of the damages of FNI, its resellers, distributors, and sublicensees, for the breach of certain provisions of this Agreement and that it would require a court of competent jurisdiction to ascertain such damages. Accordingly, if You breach or threaten to breach any of Your obligations, other than payment when due, FNI, its resellers, distributors, and sublicensees shall be entitled, without showing or proving any actual damage sustained, to a stipulated temporary restraining order, and shall thereafter be entitled to apply for a preliminary injunction, permanent injunction, and/or order compelling specific performance, to prevent the breach of Your obligations under this Agreement. Nothing in this Agreement shall be interpreted as prohibiting FNI, its resellers, distributors, or sublicensees from pursuing or obtaining any other remedies as otherwise available to it for such actual or threatened breach, including recovery of damages.

15. **Privacy.** FNI shall not in any event collect any of Your financial information unless You knowingly provide such information to FNI in conjunction with a technical support question You have submitted, in which case FNI shall not share such information with any third party. Solely for product activation and piracy prevention purposes, You hereby authorize FNI to create and obtain certain installation data during the Software's installation, such information to include, without limitation, the Software version, number of entities, activation/expiration dates, FNI-assigned hardware identifiers, and registration / activation information.

16. **General.** This Agreement sets forth the entire agreement and understanding of the parties relating to the specific subject matter herein and merges and supersedes all prior agreements, writings, commitments, discussions and understandings between them. This Agreement is intended to be read consistently with, and complementary to, the Invoice, and the Standard Terms and Conditions provided at the time of original purchase, though solely to the extent and for the limited purposes that each such document is referenced in this Agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by FNI. If any Agreement term is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. This Agreement shall be construed within its fair meaning and no inference shall be drawn against the drafting party in interpreting this Agreement.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND CONTRACTUALLY BIND LICENSEE, AND HEREBY DO AGREE TO THIS AGREEMENT'S TERMS AND CONDITIONS.