

## **END-USER LICENSE AGREEMENT**

**NETMAKE SOLUÇÕES EM INFORMÁTICA LTDA**, a private company registered with the CNPJ/MF nº (*Tax Payer Number*) 04.095.869/0001-18, with headquarters at Avenida Presidente Kennedy, no. 1,001, 2nd floor, room 301, block A - Business Center Fashion Center, Olinda, Pernambuco, Number Code 53.230-630, hereinafter referred to as **LICENSOR**;

**LICENSEE**, natural or legal person who acquires the End User License Agreement for the Scriptcase Software, upon acceptance by electronic means, hereinafter referred to as **LICENSEE**.

### **FIRST CLAUSE: ACCESSION OF THE CONTRACT**

**Clause 1.1:** This ender-use license is the entire agreement relating to the Scriptcase Software, prevailing over all prior oral statements, promises, representations and agreements.

**Clause 1.2:** The LICENSEE has information, independence and contractual freedom that allow it to adhere to the present contract and such engagement of the Scriptcase means that it accepts the terms of this Use License Agreement.

**Clause 1.3:** If, after careful reading of this Agreement, LICENSEE does not agree to the terms of the license agreement, you may not use this Software.

### **SECOND CLAUSE: OF THE PURPOSE OF THE CONTRACT**

**Clause 2.1:** Scriptcase is a developing platform for applications and PHP systems in an agile way. It is a tool that allows the developer to access a graphical interface through a web browser. The product is used to create forms, queries, charts, filters, menus, and other types of data manipulation applications contained in the main databases on the market. The developed applications with Scriptcase possess

features automatically generated by the tool, such as: pagination, filters, automatic validation of fields of Date, Currency, Number and others. Scriptcase allows you to create reports/queries/ summaries only by informing a simple or complex command (Sub-select, Join, View and Stored Procedures) in SQL language. The product still allows the developer to write their own PHP code to handle exceptions and create more complex validations.

**Clause 2.2:** Applications generated with Scriptcase are royalty free, it may be used by any number of users, and may be installed on other servers at no additional cost.

**Clause 2.3:** The systems generated with Scriptcase shall be the LICENSEE sole property. As well as the responsibility of what is created with it.

**Clause 2.4:** LICENSOR may change the Software at any time without notice, but is not required to support or update the Software.

**Clause 2.5:** Scriptcase is exclusively marketed by the LICENSOR company and, if the LICENSEE is aware that the software is being marketed by third parties, undertakes to communicate to the LICENSOR. Except if listed within the official reseller list: <http://www.scriptcase.net/resellers-list/>

### **THIRD CLAUSE: COPYRIGHT**

**Clause 3.1:** The Software is protected by copyright, by the Brazilian and other countries laws, and by international treaty provisions. Thus, LICENSEE can't remove any copyright notices from the Software, otherwise LICENSEE will be liable for losses and damages.

**Clause 3.2:** Scriptcase is protected by copyright and is registered under INPI - National Institute of Industrial Property (Brazilian National Institute of the Property Industry), registration number: 00049650, being the exclusive owner and copyright holder on the software, protected and regulated by Law 9609/98.

**Clause 3.3:** Among other illegal practices, it is considered LICENSOR's copyright infringement, the use, modification, commercialization or unauthorized integration of the Software.

**Clause 3.4:** Such rights, for purposes of auditing and checking for counterfeiting, piracy or improper use of the Software, LICENSEE grants free access to the users' computing environment.

#### **FOURTH CLAUSE: OF THE LICENSE AND BANS CONCESSION**

**Clause 4.1:** The title of all Software copies remains with the LICENSOR.

**SINGLE PARAGRAPH:** The licenses may be of the following types:

**a. Scriptcase Starter Edition:** License for a single developer and single database.

- Supported databases: MySQL / MariaDB / PostgreSQL / Interbase and Firebird or Access.
- Technical support service not included.
- 12 months of Upgrade/Updates (major or minor patches).
- Number of applications within Scriptcase: unlimited.
- Number of projects within Scriptcase: unlimited.
- Number of connections to supported databases: unlimited.

**b. Scriptcase Professional Edition:** License for a single developer and single database.

- Supported databases: MySQL, MariaDB, PostgreSQL, SQLite, Interbase, Firebird e Access.
- Technical support service not included.
- 12 months of Upgrade/Updates (major or minor patches).
- Number of applications within Scriptcase: unlimited.
  
- Number of projects within Scriptcase: unlimited.

- Number of connections to supported databases: unlimited.

**c. Scriptcase Enterprise Edition:** License for multiple developers.

- Supported databases: MySQL, MariaDB, PostgreSQL, SQLite, Interbase, Firebird, Access, Oracle, MS SQL Server, DB2, SyBase, Informix, ODBC.
- 12 months of Upgrade/Updates (major or minor patches).
- Technical support service not included.
- Number of applications unlimited.
- Number of projects unlimited.
- Number of database connections unlimited.

**Clause 4.3:** Unless expressly provided otherwise, LICENSOR does not grant any express or implied right to patents, copyrights, trademarks or other intellectual property rights. The LICENSEE may not transfer the use of the software license.

**Clause 4.4:** The LICENSEE, as mentioned in the previous item, does not have the ownership of the software or any rights of authorship. Hence, it is not possible to transfer, sublicense, copy, emulate, clone, rent, lease, sell, modify, decompile or deprogramme, disassemble or hire reverse engineering the licensed Program, or any subset of the licensed program, except as provided in this Agreement. Any improper use will result in immediate and automatic termination of this license and will result in criminal and civil proceedings.

**Clause 4.5:** The LICENSEE may not convert this software or its parts to a different computer environment or language, using an automated or manual conversion tool.

**Clause 4.6:** LICENSEE may install and use only one copy of this software on a single computer for software development purposes. If you need to change the machine or reinstall Scriptcase for some reason, the licensee can automatically request a new serial key on the official website to register the new license.

**Clause 4.7:** The LICENSEE is responsible for making all backups of the Scriptcase and the projects made in it.

**Clause 4.8:** Subsequent installations require the LICENSEE to obtain additional licenses, unless if transferring this Software to another computer.

**Clause 4.9:** LICENSEE may not share this Network Software and may not use simultaneously on more than one computer or computer terminal, as well as lease, rent, sublicense or permit the simultaneous use of the Software by more than one user, except if He is licensed to do so.

## **FIFTH CLAUSE: EVALUATION PERIOD**

**Clause 5.1:** The user in the evaluation period of the Software is subject to the same clauses provided in this agreement, with the same obligations, rights and duties of the definitive LICENSEE.

**Clause 5.2:** The developed programs based on the LICENSOR's Software during the evaluation period will be saved and may be fully utilized as soon as the user purchases the paid version provided by the LICENSOR. The commercialization of what is produced with the evaluation version is prohibited.

**SINGLE PARAGRAPH:** In case of the evaluation of this software, the user may use an evaluation copy for a maximum of 20 (twenty) days in order to analyze the purchase / annual subscription of this software. After the end of the evaluation license period, the user can access the homepage [www.scriptcase.net](http://www.scriptcase.net) to acquire the definitive software license and register the evaluation version or export the projects to import to a definitive environment. If the user wish to extend the evaluation period it is be possible to contact the sales department for negotiation through [sales@scriptcase.net](mailto:sales@scriptcase.net).

**Clause 5.3:** The LICENSEE is forbidden to market what is produced within the evaluation version.

## **SIXTH CLAUSE: OF THE TECHNICAL SUPPORT**

**Clause 6.1:** LICENSOR offers free technical support support, during the twenty (20) days trial, but only for general Scriptcase use questions (installation, database connection, general operation). The technical support will not produce codes.

**Clause 6.2:** The LICENSEE may contract the technical support services for questions of any nature in Scriptcase.

**Clause 6.3:** If there is a problem in the operation (bugs, installation problems, connection, publication), the LICENSEE may report directly to the email [bugs@scriptcase.net](mailto:bugs@scriptcase.net).

**Clause 6.4:** The purchase/renewal of support plans can be done in the virtual store through the provided user: <https://www.scriptcase.net/auto-upgrade/>

## **SEVENTH CLAUSE: OF THE VALUE AND FORM OF PAYMENT**

**Clause 7.1:** The LICENSEE is bound to the value and form of payment presented in the electronic address of the LICENSOR.

**Clause 7.2:** The payment made through the LICENSOR's virtual store ([www.scriptcase.net](http://www.scriptcase.net)) can be done via credit cards through PayPal, SWREG or d.Local payment platforms.

**FIRST PARAGRAPH:** the payment can also be done via proforma invoice, via regular bank transfer or via a certificated reseller according to negotiation done by the commercial sector.

## **EIGHT CLAUSE: REFUND**

**Clause 8.1:** In keeping with software industry standards, we will gladly accept returns of packaged software within 30 days of purchase in unregistered license key only. There is an evaluation

version of our software available via download to anyone interested. This allows all prospective buyers to evaluate the product at their leisure to ensure that the software meets their needs before purchasing.

## **NINTH CLAUSE: OF THE DELIVERY OF THE PRODUCT**

**Clause 9.1:** The license delivery is electronical. LICENSEE will an email with the license key (serial) and register instructions. Software and manual can be downloaded from the website. Evaluation Kit can be downloaded for free and it becomes a definitive version once a license key/serial number is registered.

**Clause 9.2:** The software and documentation can be downloaded directly from the official website: [www.scriptcase.net](http://www.scriptcase.net)

A) Download: [www.scriptcase.net/download-scriptcase/](http://www.scriptcase.net/download-scriptcase/)

B) Documentation: [www.scriptcase.net/scriptcase-documentation/](http://www.scriptcase.net/scriptcase-documentation/)

## **TENTH CLAUSE: OF THE LIMITED WARRANTY**

**Clause 10.1:** In case of the LICENSEE identifies any technical damage in the software, it shall notify the LICENSOR to make the necessary corrections.

**Clause 10.2:** LICENSEE's misuse of the Software results in the loss of the warranty.

## **ELEVENTH CLAUSE: LICENSOR'S OBLIGATIONS**

**Clause 11.1:** The parties acknowledge and declare that the responsibility for the use of the software is of means and not of results, and the LICENSOR is obliged to:

**a.** Grant an electronic address for file download in order to make available the installation of the Software, object of this instrument;



- b. Promote the correct corrections regarding the failures and/or improprieties of the Software, as well as, to update the same, for reason of error not previously detected;
- c. Do not disclose, transfer, provide or assign, in any way, any data or information of the LICENSEE and its clients, contained in the database and/or obtained by virtue of this instrument;

**SINGLE PARAGRAPH:** The LICENSOR's availability of the Software is entirely electronic, through the address provided by the LICENSEE, not including any kind of extra physical material.

## **TWELFTH CLAUSE: OF THE LICENSEE'S OBLIGATIONS**

**Clause 12.1:** The LICENSEE undertakes to:

- a. To remunerate the LICENSOR in the values indicated in its homepage at the time of hiring;
- b. Use the contracted system according to its technical purposes and requirements;
- c. Provide the appropriate means for the implementation and use of the Software's, such as: hardware, network, qualified persons, among others;
- d. To be legally responsible for the data and information stored in the contracted system;
- e. To deal with the damages resulting from the permanent and irreparable damage of the database when they act on their own responsibility (no backups, physical damage to storage units, virus);
- f. Provide all necessary information regarding the assistance provided by the LICENSOR so that he can solve corrections in the contracted software, if necessary;
- g. To be responsible for any legal infraction, in the civil, criminal, authorial and all other areas, which, eventually, will be committed with the use of the contracted Software;

**Clause 12.2:** The LICENSEE is further prohibited, without previous and written authorization of the LICENSOR:



- a.** Disclose, reveal or make available the Software, object of this instrument, to any third party;
- b.** Use, sell, distribute, sublicense, rent, lease, lend, dispose of, assign or otherwise transfer in whole or in part the Software subject to this agreement and/or any rights thereto attributed, except as expressly provided in this instrument;
- c.** Copy, adapt, improve, alter, correct, translate, update, develop new versions or elaborate works derived from the software, object of this agreement, or still from any of its parts and components, unless otherwise expressly provided in this agreement;
- d.** Disassemble, decompile, reverse engineer or otherwise obtain, access or attempt to obtain; or access the source code of the Software and/or any data or confidential information relating thereto, which is the subject of this agreement;
- e.** Remove any copyright notices or any other proprietary notices contained in the Software.

**Clause 12.3:** The occurrence of such hypotheses shall result in the application of a penalty, equivalent to up to 10 (ten) times the value of this instrument, without prejudice to the losses and damages and the right of the LICENSOR to terminate this agreement immediately.

**Clause 12.4:** The transfer by the LICENSEE to any third party, in any way, of possession or ownership of any equipment on which the Software is installed, shall not imply assignment or transfer of the use license conferred upon it.

### **THIRTEENTH CLAUSE: THE LIMITATION OF CONSEQUENTIAL DAMAGES**

**Clause 13.1:** This Software is distributed without any warranties of any kind. The risk of using this software is fully assumed by the LICENSEE.

**Clause 13.2:** At no time shall LICENSOR be liable for indirect, incidental or consequential damages, including loss of work, income, profits, use, data or other economic advantages, even if it is previously advised of the possibility of damage.

## **FOURTEENTH CLAUSE: USE LICENSE TERM**

**Clause 14.1:** This is a perpetual license, it will not expire.

## **FIFTEENTH CLAUSE: UPGRADE POLICY / SOFTWARE UPDATE**

**Clause 15.1:** For PURCHASE/PERPETUAL LICENSES, the LICENSEE pays once for a definitive license, receiving 365 days of updates. After these 365 days is possible to renew the upgrade subscription for one or more years, however it is not required, since the software will continue to working.

**Clause 15.2:** For PURCHASE/PERPETUAL LICENSES, LICENSOR provides corrective and evolutionary updates (new features) in accordance with the Upgrades Policy. New features may be minority (small implementations within the same version) or majority (new versions). In the case of new versions, the LICENSEE will receive a new perpetual license and new installation package, just if upgrade date is active on the release date

**Clause 15.3:** For PURCHASE/PERPETUAL LICENSES, Corrective updates will be always available at no additional cost. However, evolutionary upgrades (new features) are continuously distributed to customers with a valid Upgrade Agreement (up to date upgrade date).

**Clause 15.4:** For PURCHASE/PERPETUAL LICENSES, the updates renewal cost is carried out until the due date, it costs 40% of a new license (according to the current license price), if the renewal is made after the expiration of the upgrade date, the amount rises to 60% of the total of a new license, according to the current license price.

**Clause 15.5:** In the ANNUAL SUBSCRIPTION licensing of the Scriptcase the license includes all upgrades during the 365 days from the date of its signature, after that period the LICENSEE must renew



the plan for another year to continue using, otherwise the use will be interrupted. The generated systems continue to function normally, only the Scriptcase will be blocked.

**Clause 15.6:** In the ANNUAL SUBSCRIPTION licensing, LICENSOR makes corrective and evolutionary updates (new functionalities) available throughout the subscription period.

**Clause 15.7:** If this Software was purchased as an upgrade from an earlier version, this agreement supersedes previous agreements.

## **SIXTEENTH CLAUSE: OF THE CLOSURE**

**Clause 16.1:** This agreement ends on the date of the first occurrence of any of the following events:

- a. End of term indicated in Clause fourteen, or
- b. At any time the licensee violates the terms of this agreement.

## **SEVENTEENTH CLAUSE: REGISTRATION OF THE LICENSE**

**Clause 17.1:** The Scriptcase is registered on a single computer and can be accessed using an http browser from others.

**Clause 17.2:** The transfer license to another computer must be requested from the LICENSEE automatically through the "request for new installation" procedure, available in the client's account that can be accessed through the official website through the link: <https://www.scriptcase.net/user-login/>

**Clause 17.3:** In case of formatting or machine exchange, the user can access the Scriptcase website through his login and password to request a new serial, a new key is released for registration and use of the tool and the previous one will be automatically canceled.

## **EIGHTEENTH CLAUSE: OF THE MISSING CASES**

**Clause 18.1:** The missing cases will be solved by the LICENSOR in agreement with the LICENSEE, by means of a meeting of both for this purpose, and an additive term to this contract must be prepared and signed by the parts.

#### **NINETEENTH CLAUSE: INDEPENDENCE OF PROVISIONS**

**Clause 19.1:** If any contract clause is valid or not applicable to any competent court, such as other valid permanent clauses and in full force, such as invalidation, nullity or non-existence.

#### **TWENTIETH CLAUSE: BINDING OF THE PARTIES**

**Clause 20.1:** The parties and those who come to integrate the social contract in the event of subsequent alteration, in any capacity and at any time, in an irreversible and irrevocable manner, shall be bound by the obligations set forth in this contract.

#### **TWENTY-FIRST CLAUSE: OF THE FORUM**

**Clause 21.1:** The City of Recife-PE Forum is elected to resolve any doubts or controversies arising from the application or interpretation of the clauses contained in this agreement, renouncing the parties to any other, however privileged it may be.

#### **TWENTY-SECOND CLAUSE: OF THE ACCEPTANCE OF THIS AGREEMENT**

**Clause 22.1:** Finally, after the clauses provided for in the present contractual instrument have been agreed upon and the acceptance of said terms by means of electronic acceptance, the contracting will be consolidated and this instrument will be fully valid.

Along these lines, by being fair and contracted, the parties sign this contract.