## EZLease<sup>™</sup> License Agreement

You, the licensee, acknowledge by clicking "I Agree" that you have read this agreement, understand its provisions, and agree to all of its terms and conditions, including the limitation of liability. If you do not agree to the terms of this agreement, return the package to FCS for a full refund.

- 1. License: Financial Computer Systems, Inc. ("FCS") grants the licensee ("you") a personal, non-exclusive license for use of EZLease<sup>™</sup> ("this software") on a single computer only (or, if you purchase multiple seat licenses, on the number of computers for which you have purchased licenses). You may not rent, lease, sell, or sublicense this software to anyone else. If your company is purchased by another company, you may transfer the license to the new owner if the new owner agrees to the terms of this license and you notify FCS in writing of the transfer. This license also covers use of the documentation.
- 2. **Right to copy software and documentation:** a. This software is not copy-protected. FCS authorizes you to make backup copies of the software for your archives only, for the sole purpose of protecting your investment from loss. You are expressly prohibited from duplicating or copying this software and documentation except for backups, and prohibited from reverse assembling or reverse compiling this software.

b. You are free to move this software from one computer location to another, as long as there is no possibility of its being used at two locations at one time. This software should be treated like a book, which cannot be read by two people at two different locations at the same time (unless, of course, this license agreement has been violated). If you have purchased a network version of this software, you may put the executable code on the number of computers permitted by the network license you have purchased. Databases may be placed on a server without an EZLease license for the server as long as the executable code is not also installed there.

3. **Disclaimer of Warranty:** a. We have made every effort to ensure that EZLease complies with the lease accounting requirements of ASC 840 (FAS 13) & ASC 842 for U.S. users, and IAS 17 & IFRS 16 for non-U.S. users. However, you must be aware that THIS SOFTWARE IS SOLD TO YOU "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Notwithstanding anything herein to the contrary, FCS warrants that it owns the software and shall indemnify you against any claim by any third party for infringement of copyright, trademark, and/or proprietary interest rights of such third party to this software, to the extent attributable solely to FCS's actions or omissions.

b. Like any other software product, we cannot guarantee that your use of this software will be uninterrupted or error-free. We will attempt to correct any errors that you bring to our attention, but we cannot promise such corrections. Some corrections may only be available as part of a major upgrade to the program which will be available at additional cost.

4. Limitation of Liability: FCS SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS ENTERED INTO, AND WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED UPON CONTRACT, TORT, PRODUCTS LIABILITY OR OTHER CAUSE FOR ACTION. This includes, without limitation, damages due to loss of data, loss of business profits, business interruption or any other reason, even if FCS or its agent has been advised of the possibility of such damages. FCS's liability shall in no event exceed the amount you paid for this software.

- 5. **Term of License:** All rights and licenses granted under this agreement shall commence upon receipt of payment in full for the software provided to you and shall remain in effect unless terminated pursuant to section 6 of this agreement.
- 6. Additional software included: EZLease includes the Crystal Reports Runtime Product for report creation. You may not:

a. modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;

b. distribute the Runtime Product to any third party;

c. use EZLease or the Runtime Product to create for distribution any other product;

d. use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format; or

e. use the Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties. Using EZLease to provide reports as part of professional services for another company is not considered a violation of this clause. You may not, however, provide the software for the direct use of a third party.

- 7. **Termination:** This agreement and all rights and licenses granted under this agreement may be terminated at the sole discretion of FCS if you breach any of the terms and conditions of this agreement. If the agreement is terminated, you agree to promptly return all software and documentation to FCS.
- 8. Choice of Law: This statement shall be construed, interpreted, and governed by the laws of the state of Connecticut.
- 9. **Miscellaneous:** a. The provisions of this agreement are severable, and if one or more provisions of this agreement may be determined to be illegal or otherwise unenforceable either in whole or in part, the remaining provisions and any partially enforceable provisions shall nevertheless remain binding upon the parties.

b. The section titles are for convenience only and are not legally binding.

c. This agreement shall bind and inure to the benefit of FCS and its successors and assigns, and shall bind and inure to the benefit of you and your successors, representatives, agents, and assigns.

d. This agreement constitutes the entire understanding and agreement of the parties and supersedes all prior written or oral agreements with respect to the subject matter of this agreement. This agreement may not be modified or amended without the express written agreement of both parties. Waiver of any provision of this agreement by a party shall not constitute a waiver of any other provisions or waiver of the same provision at any other time.

e. If you have any questions about this agreement, please contact Financial Computer Systems, Inc., Customer Service, 5 Commerce Road #3266, Newtown, CT 06470; (203) 652-1375.