

# **SAG10 Licensed Program End User License Agreement**

IMPORTANT: THIS LICENSED PROGRAM END USER LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE LICENSEE AND SOUTHWIRE. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE LICENSED PROGRAM. IT PROVIDES A LICENSE TO USE THE LICENSED PROGRAM AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING AND USING THE LICENSED PROGRAM, LICENSEE IS CONFIRMING TO SOUTHWIRE ACCEPTANCE OF THE LICENSED PROGRAM AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO BE BOUND BY THESE TERMS, THEN SELECT THE "CANCEL" BUTTON TO NEGATE THE LICENSED PROGRAM INSTALL. LICENSEE MAY THEN CONTACT SOUTHWIRE FOR A FULL REFUND OF THE PURCHASE PRICE LICENSEE PAID FOR THE LICENSED PROGRAM.

### **Definitions**

- (a) "Southwire" means Southwire Company, LLC and its suppliers and licensors, if any.
- (b) "Agreement" means, collectively, this SAG10 End User License Agreement and Maintenance Agreement.
- (c) "Documentation" means the user's manual and/or other documentation or media made available to Licensee along with the Licensed Program, whether in tangible or electronic form.
- (d) "Licensed Program" means the SAG10 Program and application, including Documentation, together with the Updates specified by this Agreement to be supplied as part of Maintenance under this Agreement.
- **(e)** "Maintenance" means, collectively, the services to be provided by Southwire as stated in the Maintenance Agreement.
- (f) "Location" means one or more Licensee-owned or -controlled sites within a single city.
- **(g)** "Licensee" means a Person that has been granted a license to use the Licensed Program pursuant to the terms of this Agreement.
- (h) "Person" means any individual, corporation, partnership, limited liability entity, association, or other entity.
- (i) "User" means an employee or representative of Licensee or of an Affiliate of Licensee, which employee or representative is authorized to use the Licensed Program under Licensee's license.
- (j) "Update" means a revision, correction, modification, enhancement, addition or deletion of a feature to the Licensed Program, some of which may be critical to maintaining the integrity of the calculations produced by the Licensed Program.



(k) "Affiliate" means, with respect to any Person, any other Person that controls, is controlled by, or is under common control with such Person. For purposes of this definition, "control", "controlling", "controlled" and variations thereof mean the ownership of more than 50% of the voting ownership interests of a Person or the ability to direct the management and policies of such Person.

## License(s)

Licensee may select from the following license options under this Agreement:

- (a) Single-User License: Licensee may install and use the Licensed Program on one PC or laptop for one (1) User. The license includes one (1) User seat with which the Licensee may run the Licensed Program on either a PC or laptop but not on both simultaneously. An internet connection is required to register the license to the relevant computer before the Licensed Program is first run. An internet connection is required to check out the license. Licenses that are checked out will occupy a seat until either: (i) the User checks the license back in, or (ii) seven (7) days of inactivity have passed. A Maintenance Agreement is required to receive phone/email support and Updates after the initial 30-day support period included with purchase of a license. Updates must be done individually for each computer on which the Licensed Program is installed.
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- (c) Standard Concurrent License: Licensee may install the Licensed Program on any number of computers at a Location, but the Licensed Program may be used concurrently only by a specific number of Users at that Location based on the number of seats purchased. An internet connection is required to register the license to the relevant computer before the Licensed Program is first run. An internet connection is required to check out the license. Licenses that are checked out will occupy a seat until either: (i) the User checks the license back in, or (ii) seven (7) days of inactivity have passed. A Maintenance Agreement is required to receive phone/email support and Updates after the initial 30- day support period included with purchase of a license. Updates must be done individually for each computer on which the Licensed Program is installed.
- (d) Location Concurrent License: Licensee may install the Licensed Program on any number of computers at a Location and any number of Users at that Location may use the Licensed Program. An internet connection is required to register the license to the computer before the Licensed Program is first run. An internet connection is required to check out the license. Licenses that are checked out will occupy the seat until either: (i) the User checks the license back in, or (ii)



seven (7) days of inactivity have passed. A Maintenance Agreement is required to receive phone/email support and Updates after the initial 30-day support period included with purchase of a license. Updates must be done individually for each computer on which the Licensed Program is installed.

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In the event Southwire determines, at any future time, that there is a need to add an Update to the Licensed Program that the Licensee possesses, Licensee will be contacted by Southwire regarding installation of such Licensed Program with the Update. If Licensee refuses to install any Update provided to Licensee, all warranties and remedies shall be null and void.

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(c) (U.S.A. ONLY) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO LICENSEE AND LICENSEE MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

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The Limited Warranty, Exclusive Remedies, and Limitation of Liability set forth above are fundamental elements of the basis of the agreement between Southwire and Licensee.

# (Outside of the U.S.A.) Consumer End Users Only

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#### **General Provisions**

The internal laws of the State of Georgia shall govern this Agreement, without giving effect to such state's principles on conflicts of laws. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, regarding such subject matter. All questions concerning this Agreement must be directed to: Southwire Company, LLC, P.O. Box 1000, Carrollton, GA 30119, Attention: SAG10 Support.

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