

PathMATE Environment License Agreement

(version 5.1)

1 - INTRODUCTON

This License Agreement defines rights and responsibilities conferred to licensees of the Pathfinder Solutions PathMATE Environment. This includes UML editor integration elements, the Transformation Engine, Spotlight, PathMATE Transformation Maps for C, C++ and Java including code generation rules/templates and mechanisms, and other PathMATE Maps (Product). This Product is hereby licensed to the Customer, not sold. By installing this Product, the Customer agrees to the terms of this Agreement.

2 - GRANT OF LICENSE

License files provided by Pathfinder Solutions control the number of seats of the PathMATE Environment available. The Customer may install and make copies of and Product installation files only as necessary for internal network distribution, backup, or any other reasonable use (see section 2.2 below). Purchase of this license does not transfer any right, title, or interest in the Product to the Customer except as specifically set forth in this agreement. Customer is on notice that this Product is protected under copyright laws, and Pathfinder Solutions may hold the Customer responsible for any infringement of such rights.

2.1 – Required Licenses

The PathMATE Environment and any corresponding optional PathMATE Maps are licensed "per seat", requiring one license of Product for seat of the UML editing environment in use, or the same number of licenses of Product as the maximum number of software developers (modelers) on the project. Since PathMATE is used in conjunction with a UML editing environment (available from other vendors) the general license policy is for the Customer to have 1 seat of PathMATE for each seat of the UML editing environment in use. When a PathMATE Maps Upgrade is applied, all PathMATE seats at that customer project site ("Installation") are required to be upgraded together. The Customer recognizes that Product licensing mechanisms are only a guide in determining proper licensing, and Customer assumes the responsibility to ensure all users at their Installation are properly licensed.

2.2 – Base Mechanism Header File Distribution

Any base mechanism code header files that define programmatic interfaces (*.h, *.hpp, and *_if.java) to PathMATE Maps base mechanisms may be distributed by the Customer to all parties delivering code elements/components/modules to the Customer that interface to these base mechanisms. All other files delivered as part of the Product installation, including all report template files, code template files, and base mechanism code implementation files (*.c, *.cpp, *.java) can only be used only in conjunction with properly licensed Product installations.

2.3 - Customizations

Customer has rights to freely copy and modify/customize report template files, code template files and base mechanism code files from properly licensed PathMATE installations. These customizations can be made available within Customer's organization, and can only be used only in conjunction with properly licensed Product installations. These customization rights only extend to the Customer's internal use and the use of their designated subcontractors - Pathfinder retains all external rights to all Product files, including report template files, code template files and base mechanism code header and implementation files.

2.4 – Generated Documents

All code files, documentation files and any other target documents generated by PathMATE from Customer-owned models are the sole property of the Customer.

3 - NON-PROLIFERATION

The Customer is required to take reasonable and prudent steps to prevent the unauthorized use and/or distribution of Product and related files under license to them.

4 - TECHNICAL SUPPORT

Pathfinder Solutions will provide telephone and email based technical support for all properly licensed PathMATE Environment installations with current support subscriptions. Please refer to the Pathfinder Solutions PathMATE Environment Support Policy for more details.

5 - LIMITED WARRANTY

Pathfinder Solutions warrants that the licensed tools will perform substantially in compliance with the capabilities described in their user documentation for the duration of the support period provided under the terms of purchase of the tools. Pathfinder Solutions entire liability and the Customer's exclusive remedy shall be, at Pathfinder Solutions' option, either the return of the price paid, or the repair and update of the licensed tools. **Pathfinder Solutions LLC disclaims all other warranties, either express or implied.**