



MasterStudio Developer License Agreement

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This is a binding legal Agreement that replaces any earlier versions of the MasterStudio Developer License Agreement. By providing your contact information to Master Object Consultancy and by ordering MasterStudio or by renewing annual Maintenance and Support, you and your current organization are consenting to be bound by and are becoming a party to this Agreement. If you do not agree to all of the terms of this Agreement, do not place your order.

You (and your current organization, if applicable) understand and agree to the following:

1. Purchase and use of MasterStudio are subject to Master Object Consultancy General Terms of Sale as published on the Master Object Consultancy website at <http://www.masterobject.com/terms.html> and as filed with the Utrecht Chamber of Commerce under number 30169284. By purchasing MasterStudio or a related product or service, you indicate that you agree to these terms.
2. In this Agreement, "MasterStudio" means any software, documentation, training course material or other related items ordered from Master Object Consultancy containing classes or information that are part of the MasterStudio product at the time of purchase, including future updates Master Object Consultancy may send you as a part of your initial order or any future order.
3. Licensed MasterStudio Developers are defined as Named Developers for whom a proper Named Developer License was purchased. Licensed MasterStudio Developers may use MasterStudio classes only for as long as they work for the same organization. A Named Developer License may be transferred to another developer within the same organization after giving Master Object Consultancy written notice. Named Developer Licenses are not transferable to third parties.
4. MasterStudio may be used for software development by Licensed MasterStudio Developers only. The names of these developers (or the organization address in case of a site license) are explicitly mentioned in the Master Object Consultancy order confirmation.
5. Licensed MasterStudio Developers may alter any unlocked classes that are part of the MasterStudio product, thus creating Derivative Classes, without removing any Master Object Consultancy copyright notice, and only for use within the same organization or by Licensed MasterStudio Developers at third-party organizations.
6. Applications developed by Licensed MasterStudio Developers may be sold royalty-free: No runtime fees are payable to Master Object Consultancy. However, ownership and copyright of MasterStudio and parts thereof remain fully with Master Object Consultancy.
7. Unlocked classes may only be made available to third parties after express written consent from Master Object Consultancy. Before deployment of an application

- containing MasterStudio classes, MasterStudio classes must be locked according to instructions in the MasterStudio Developer's Guide and current MasterStudio release notes published on the Master Object Consultancy website.
8. MasterStudio (or parts thereof) may not be given or sold to third-party developers, including developers who use tools derived from Omnis Studio, unless MasterStudio classes are part of a locked application that cannot be used for software development purposes or unless the third-party developers are themselves Licensed MasterStudio Developers.
 9. If the rights to any software that uses MasterStudio or parts thereof are sold or transferred to a third party, then proper MasterStudio Named Developer Licenses must be purchased from Master Object Consultancy by this third party.
 10. Applications that use MasterStudio classes or derivatives thereof must include a MasterStudio copyright notice that is visible to end-users according to rules specified in the MasterStudio Developer's Guide. The copyright notice must appear in the "About Application" window, which must be accessible to the user via a popup menu or pull down menu. The copyright notice must include text that is returned by the \$productCopyright method of the MasterStudio root context class.
 11. Master Object Consultancy expressly declines any responsibility for proper functioning of MasterStudio in combination with future or derivative versions of Omnis Studio and associated tools, including the operating systems on which they are used. Master Object Consultancy guarantees MasterStudio to be free of defects only insofar this is expressly stated in published product literature at time of sale and only as far as explicitly stated under the "software warranty" terms in Master Object Consultancy's General Terms of Sale.
 12. After a 90-day performance warranty period, Licensed MasterStudio Developers or their organization pay an annual Maintenance and Support fee on a subscription basis. The Maintenance and Support fee is due for any Active Developers who build applications that rely on any of the classes supplied as part of MasterStudio. Active Developers are Licensed MasterStudio Developers who create or modify any panes (visible parts of windows) that are or will be visible to end users and that call or use any functionality provided by MasterStudio classes during any period of the current subscription year. If a Licensed MasterStudio Developer stops actively using MasterStudio, Master Object Consultancy must be notified in writing. The Maintenance and Support fee is payable before the start of each subscription year, unless the licensed organization no longer wishes to be eligible for Maintenance and Support and has notified Master Object Consultancy of such in writing at least 30 (thirty) days before the start of the next subscription year.
 13. Maintenance and Support services and fees are specified in the MasterStudio price list published on the Master Object Consultancy website. Master Object Consultancy reserves the right to modify Maintenance and Support pricing and terms by notifying Licensed MasterStudio Developers 60 (sixty) days before the end of a subscription year.
 14. Maintenance and Support fees are neither transferable nor refundable. Master Object Consultancy reserves the right to halt active development of the MasterStudio product at any time.
 15. Named Developer Licenses are perpetual and this Agreement does not expire. Developers remain bound to the terms of this Agreement, even after they stop actively using MasterStudio or cancel annual Maintenance and Support.