

## Password Utility

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#### **1. 1. Definitions**

The following in this section are definitions that apply to this Agreement.

1. 1. Additional Licensed Number means the number of Device(s) identified in an Additional Order Document.
2. 2. Additional Order Document means the document by which an order for the additional licenses is placed, which may be an invoice or a webpage or series of webpages to complete the order.
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4. 4. Applicable Order Document is the document by which an order for the Software is placed, which may be an invoice or a webpage or series of webpages to complete the order.
5. 5. Basic Features of the Software are the features for causing an Apple-Branded Device to copy the user's password from the keychain to the pasteboard. Twocanoes may optionally provide additional features as Basic Features.
6. 6. Deploying Licensed Number means the number of Apple-Branded Device(s) identified in the Applicable Order Document that can be Deployed using the Software.
7. 7. Device means an electronic device, such as without limitation, a computer, a phone, or a tablet.
8. 8. Documentation means the document(s) made available to You in connection with the Software which sets out a description of the Software and/or the user instructions for the Software.
9. 9. License Key means a code provided by Twocanoes that is usable to enable features of the Software.
10. 10. Organization means an entity other than a natural person, including

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11. 11. Pro Features of the Software are the features for causing an Apple-Branded Device to repair, recover, or install an operating system. Twocanoes may optionally provide additional features as Pro Features.

12. 12. Software means the program(s), whether on disk, in read only memory, or any other media or in any other form, for causing an Apple-Branded Device to (1) enter a recovery mode, or device firmware update mode, and/or (2) repair, recover, or install an operating system. The Software may be referred to by its commercial name, Password Utility or Password Utility Pro (with Pro Features), but such reference does not affect the scope of this definition.

13. 13. Use means activities permitted under section 3 of this Agreement for the Applicable License.

## **2. License Grant**

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### **3.2 Trial License**

Under the Trial License, You are permitted to access and use both the Basic Features and Pro Features of the Software free of charge for a period of fourteen (14) calendar days from the date the Software is first installed by You (“Trial Period”). During the Trial Period You are permitted to install and operate the Software on any Apple-Branded Device(s) owned or managed by You to Deploy an unlimited number of Apple-Branded Devices owned or managed by You.

### **3.3 Basic License**

After expiration of the Trial Period, You are permitted to continue to use the Basic Features of the Software under the Basic License, but access to and use of the Pro

Features is prohibited and disabled unless a Paid License and associated valid License Key is purchased, activated, and not expired, if offered by Twocanoes at that time.

### 3.4 Paid Licenses

To access the Pro Features after the Trial Period, You must purchase a Paid License and enter in the Software a corresponding valid License Key provided by Twocanoes. If you purchased a Paid License, the Applicable Paid License granted to You under this License Agreement is the license identified in the Applicable Order Document. While Use rights allowed under each Paid License (i.e. Individual/Consultant License, Organizational License, Site-Wide License, or Managed Service Provider License) offered by Twocanoes are described in sections 3.5 through 3.11, You only have the Use rights that correspond to the Applicable Paid License.

### 3.5 Paid License Term

The Applicable Paid License is granted for the period specified on the Applicable Order Document and ending on the end date indicated in the Applicable Order Document, or if no period or end date is specified on the Applicable Order Document, then the end date is the date that is one year from the issuance date of the Applicable Order Document (“Paid License Term”).

### 3.6 Renewal

You may renew access to the Pro Features by purchasing a new Paid License prior to or following the expiration of the then-current license term, if offered then by Twocanoes. Upon such renewal, a new License Key will be issued, and continued or reinstated use of the Software and the Pro Features will be subject to the then-current version of this Agreement, which may be amended or replaced by Twocanoes at or about the time of renewal.

### 3.7 Post Paid-Term Access

If a Paid License is not renewed, then upon its expiration your access to and use of the Pro Features is prohibited and disabled, and the Software will revert to providing access only to the Basic Features under the Basic License. Access to the Pro Features may be reinstated upon the purchase of a Paid License and activation of a valid License Key, if offered by Twocanoes at the time.

**3.8 Individual/Consultant License.** The Individual/Consultant License permits You to install and operate one copy of the Software on one Apple-Branded Device owned and used by You to Deploy up to 200 or the Deploying Licensed Number of Apple-Branded Device(s) during the Paid License Term.

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**3.10 Site-Wide License.** The Site-Wide license permits You to install and operate the Software on any Apple-Branded Device(s) owned or managed by You (as an

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3.11 Managed Service Provider License. The Managed Service Provider License permits You to install and operate the Software on an unlimited number of Apple-Branded Devices that You are under contract to manage for your customer(s) to Deploy a Deploying Licensed Number of Apple-Branded Devices(s) during the Paid License Term.

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You agree that Twocanoes may collect, store, process, and otherwise use data regarding the installation and use of the Software or Documentation, including but not limited to technical information about your Device(s), system, application software, and/or peripherals (collectively "Information") to: (a) maintain and support the Software; (b) verify your compliance with this Agreement; (c) provide You with other services or products, and/or (d) to analyze, develop, test, improve, or modify the Software or other Twocanoes products or services, provided that any results of such use do not reveal your identity to third parties that are not third-party service providers (such as cloud-

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### **5.1 Termination by You**

You may terminate this Agreement by undertaking each of the following steps (1) providing written notice to Twocanoes, (2) ceasing all use of the Software, and (3) uninstalling and destroying all copies of the Software under your possession, control, and/or management.

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5.2.1. If a Trial License or a Basic License is applicable to You then this Agreement shall terminate (i) automatically, without further notice from Twocanoes, if the condition of section 5.2.2(a) or 5.2.2(b) occurs, or (ii) immediately on written notice to You from Twocanoes if the condition of section 5.2.2(c) occurs. If You have an unexpired Paid License, or if a Trial License or a Basic License is not applicable to You, Twocanoes may terminate this Agreement immediately on written notice to You if the condition of section 5.2.2(a), 5.2.2(b), or 5.2.2(c) occurs.

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- (a) You breach any term of this Agreement, including without limitation, the prohibitions of section 3.12;
- (b) You attempt to or do tamper with or bypass license verification mechanisms, including unauthorized access to Pro Features; or,
- (c) You commence or participate in any legal proceedings against Twocanoes.

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Upon termination of this Agreement, all rights granted to You under this Agreement will immediately cease, and You must promptly stop use of and uninstall and destroy all copies of the Software. Upon request of Twocanoes, You shall execute for delivery to Twocanoes an affidavit that You have complied with this paragraph and have destroyed Software.

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The following sections will survive the termination of this License Agreement: 1, 3.12, 4, 5, 6, 8, 9, and 10.

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### **8.1 Ownership**

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If You provide Twocanoes with any feedback, suggestions, ideas, or improvements

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Access to the Pro Features of the Software beyond the Trial Period requires the purchase of a Paid License. You agree to pay all fees associated with each Paid License purchase or renewal in advance, as specified in the Applicable Order Document.

### **9.2 Payment Terms**

All fees are due and payable in full prior to the activation or renewal of any Paid License. No Pro Features shall be accessible beyond the Trial Period unless and until payment has been received in full for the applicable Paid License Term and a valid License Key has been issued to You.

### **9.3 License Term**

Each Paid License is valid only for the corresponding Paid License Term. Continued access to the Pro Features after the expiration of the Paid License Term requires a new purchase or renewal of a Paid License and full payment of the then-applicable fees, which Twocanoes may set at its sole discretion.

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Except as expressly required by applicable law, all fees are non-refundable, including in the event of early termination or non-use of the Pro Features.

## **10. Miscellaneous**

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This License Agreement shall be deemed to have been executed in DuPage County, Illinois, United States of America and shall be governed by the laws of the State of Illinois, without regard to the conflict of laws provision thereof. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to, or govern, this License Agreement. In the event that either party initiates an action in connection with this License Agreement, or any other dispute between the parties, the exclusive jurisdiction and venue shall be the Illinois state courts in DuPage county or the federal courts in Chicago, Illinois. Notwithstanding the foregoing, either party may enforce a judgment rendered by such court in any court of competent jurisdiction, and Twocanoes may seek injunctive or other equitable relief in any jurisdiction in order to protect its rights.

### **10.2 Waiver**

No waiver or breach of any term or condition of this License Agreement shall operate as a waiver of any other breach or such term or condition, or of any other term or condition, nor shall any failure to enforce any provisions hereunder operate as a waiver of such provision or any other provision hereunder.

### **10.3 Severability**

In case any one or more of the provisions contained in this License Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this License Agreement, such invalidity, illegality or unenforceability shall not affect any other

provision hereof, and this License Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

#### 10.4 Headings

Headings used in this License Agreement are for the purpose of reference only and are not to be construed in construction or interpretation of this License Agreement.

#### 10.5 Amendment.

This License Agreement may be amended or replaced by Twocanoes upon your purchase or renewal of a Paid License or upon your purchase, installation, or use of any upgrade to the Software. This License Agreement may also be amended by a written agreement of the parties.

#### 10.6 Entire Agreement

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