

**ROGUE WAVE® SOFTWARE LICENSE AGREEMENT**  
**FORTRAN NUMERICAL LIBRARY FOR WINDOWS – LIMITED EDITION (DECEMBER 2018)**

**IMPORTANT – READ CAREFULLY: THIS SOFTWARE LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND ROGUE WAVE SOFTWARE, INC. IF YOU ARE INSTALLING THE SOFTWARE FOR PERSONAL USE, THIS AGREEMENT APPLIES TO AND BINDS YOU PERSONALLY. IF YOU ARE INSTALLING THE SOFTWARE AS PART OF YOUR WORK FOR AN ORGANIZATION, THIS AGREEMENT APPLIES TO AND BINDS SUCH ORGANIZATION. “LICENSEE” OR “YOU” AND “YOUR” REFER TO THE PERSON OR ENTITY THAT IS LICENSEE OF THE SOFTWARE. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE THAT ACCOMPANIES THIS AGREEMENT, YOU OR SUCH ENTITY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU OR SUCH ORGANIZATION DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE, COPY OR INSTALL THE SOFTWARE, AND SHOULD, WITHIN THIRTY (30) DAYS OF PURCHASE, RETURN IT WHERE YOU OBTAINED THE SOFTWARE, FOR A FULL REFUND.**

**THE TERMS OF THIS LICENSE AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDE ANY AND ALL PREVIOUS COMMUNICATIONS, REPRESENTATIONS OR AGREEMENTS, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE SUBJECT MATTER HEREOF. ANY TERM OR CONDITION IN ANY PURCHASE ORDER OR OTHER DOCUMENT FURNISHED BY LICENSEE THAT IS IN ADDITION TO OR INCONSISTENT WITH THIS LICENSE AGREEMENT IS HEREBY EXPRESSLY REJECTED. THE SOFTWARE IS LICENSED AND NOT SOLD.**

## **1. DEFINITIONS.**

**1.1 “Application”** means a software application created by a Licensed Developer to support the internal operation of Licensee’s business that makes use of or incorporates the Licensed Software in its implementation without exposing any part of the Licensed Software application programming interface either directly or indirectly.

**1.2 “Licensed Desktop”** means a single physical computing device consisting of not more than 8 physical processing cores, owned by Licensee.

**1.3 “Licensed Developer”** means a natural person employed by or under contract to Licensee for whom Licensee has paid the applicable development license fees required to authorize such person to use the Licensed Software to develop Applications on Licensee’s behalf. Licenses for Licensed Developers are priced on an individual or academic user, platform specific, per product basis.

**1.4 “Licensed Server”** means a single physical computing device consisting of a specific number of physical CPU cores, owned by Licensee.

**1.5 “Licensed Software”** means Rogue Wave’s proprietary Fortran Numerical Library for Windows, in object code format only, together with the user guides, reference manuals, program listings, flow charts, logic diagrams, functional specifications, instructions and other documentation accompanying such software or otherwise made available by Rogue Wave (collectively, the “Documentation”) for which Licensee has paid the applicable license fees, and any modified or updated versions of any of the foregoing made available to Licensee pursuant to Licensee’s purchase of Maintenance and Support under the same terms and conditions. Licensed Software does not include any third-party software products that may be embedded in or bundled with the Licensed Software, which products are separately licensed by the copyright holder.

**1.6 “Maintenance and Support”** means the technical support and software maintenance services on the Licensed Software for which Licensee has paid the applicable fees.

**1.7 “Term”** means the period of time for which Licensee has paid the appropriate fees to authorize Licensed Developers to exercise the rights granted under Section 2.1 and for Licensee to exercise the rights granted under Section 2.2.

## **2. LICENSE GRANTS.**

**2.1 Development License Grant.** Subject to the terms and conditions of this License Agreement, and upon payment of the applicable fees, Rogue Wave grants to Licensee a nonexclusive, nontransferable, limited right and license, exercisable during the Term, to permit Licensed Developers to install and use the Licensed Software in object code form for the sole purpose of creating and testing Applications. In connection with this license, Licensee may make or have made one copy of the Licensed Software for back-up or disaster recovery purposes, provided, that Rogue Wave’s copyright notice and other proprietary rights notices are reproduced on the copy. At the end of the Term, all development license rights to the Licensed Software shall automatically terminate.

**2.2 Deployment and Use License Grant.** Subject to the terms and conditions of this License Agreement, and upon payment of the applicable fees, Rogue Wave grants to Licensee a nonexclusive, nontransferable, limited right and license, exercisable during the Term, to permit Licensed Developers to install Applications on Licensed Desktops and/or Licensed Servers, as applicable, located at facilities owned or leased by Licensee, and to permit Licensee’s employees to use such Applications solely for Licensee’s internal business purposes. At the end of the Term, all deployment and use license rights to the Licensed Software shall automatically terminate.

## **3. LICENSE RESTRICTIONS AND LICENSEE RESPONSIBILITIES.**

**3.1 Development Restrictions.** The development rights granted to Licensee in Section 2.1 may only be exercised during the Term by individual persons employed by or under contract to Licensee that Licensee has designated as “Licensed Developers” and for whom Licensee has paid the applicable development license fees. If one supported Licensed Developer ceases to be employed by or under contract to Licensee or permanently ceases work on projects involving the Licensed Software, then Licensee may designate an alternate person to replace such Licensed Developer at no additional cost. However, individual development licenses may not be used by different persons in shifts. Licensee may not create a programmatic interface that makes use of the Licensed Software application programming interfaces for use by any party other than Licensed Developers and must ensure that persons other than Licensed Developers do not have programmatic access to the Licensed Software either directly or indirectly. Licensee may not allow anyone other than a Licensed Developer to use the Licensed Software or Documentation for the development of Applications or allow Licensed Developers to use the Licensed Software or Documentation for any purpose except for the development of Applications.

**3.2 Deployment and Use Restrictions.** The deployment and use rights granted to Licensee in Section 2.2 may only be exercised during the Term on specific physical computers owned by Licensee, located at facilities owned or leased by Licensee, that Licensee has designated as a “Licensed Desktop” or “Licensed Server” (collectively, “Licensed Computers”). The deployment and use rights do not include the right to host or permit the use of Applications by persons outside of Licensee’s organization. Academic license rights may only be exercised by a teacher or student at an accredited institution organized and operated exclusively for the purpose of teaching its enrolled students (e.g., a university, college or high school), which has been granted a discount to authorize such person to use the Licensed Software solely for student instruction and learning. Academic discounts are not available for satellite organizations such as research laboratories and hospitals.

**3.3 Distribution Restrictions.** Except as may be otherwise specified in a written addendum to this License Agreement executed by Rogue Wave, Licensee has no right to copy for distribution, distribute or permit deployment of the Licensed Software or Applications on computers not owned by Licensee or at facilities not owned or leased by Licensee.

**3.4 General Use Limitations.** All rights not specifically granted herein are retained by Rogue Wave. Licensee may not, nor may Licensee permit any other person or entity to use, copy, modify, or distribute the Licensed Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, or the Documentation except as expressly authorized by Rogue Wave. Licensee may not modify or port the Licensed Software to operate on or deploy the Licensed Software or Applications on platforms other than those for which it has paid the appropriate fees. Licensee may not, nor may Licensee permit any other person or entity to, reverse assemble,

reverse compile, or otherwise translate any binary forms of the Licensed Software, except to the extent applicable laws specifically prohibit such restriction. Licensee's rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the License Agreement in its entirety to (1) a successor in interest of Licensee's entire business who assumes the obligations of this License Agreement or (2) any other party who is reasonably acceptable to Rogue Wave, enters into a substitute version of this License Agreement, and pays an administrative fee intended to cover attendant costs. No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized by Rogue Wave. Licensee may not charge for access to Applications containing the Licensed Software. If Licensee uses, copies, or modifies the Licensed Software or transfers possession of any copy, adaptation, transcription, or merged portion thereof to any other party in any way not expressly authorized by Rogue Wave, all licenses under this License Agreement are automatically terminated.

**3.5 Proprietary Protection.** Rogue Wave shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Software and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by Rogue Wave. This License Agreement does not provide Licensee with title or ownership of the Licensed Software, but only a right of limited use. Licensee must keep the Licensed Software free and clear of all claims, liens, and encumbrances.

**3.6 Compliance Verification.** Licensee must have a commercially-reasonable process in place to track the number of developers using the Licensed Software to ensure that the appropriate license fees have been paid. Licensee will, upon Rogue Wave's request, certify in writing the number developers using the Licensed Software. Licensee will permit Rogue Wave, or a mutually-approved independent representative, to enter Licensee's premises, during regular business hours, to verify Licensee's compliance with the terms of this License Agreement.

**3.7 Confidentiality.** Licensee agrees that all material and information relating to the Licensed Software is made available for use solely under and in accordance with the terms and conditions of this License Agreement. Licensee has no right at any time during or after cancellation or termination of this License Agreement to disclose such material and/or information relating to the Licensed Software, whether directly or indirectly, to any third party without Rogue Wave's prior written approval. Licensee shall hold harmless, defend and indemnify Rogue Wave from and against any and all losses, costs, damages and expenses arising out of or in connection with Licensee's failure to comply with requirements of this Section.

**3.8 Development of Applications.** The Licensed Software is intended for use by sophisticated developers. Licensee is responsible for selecting persons who are qualified to use the Licensed Software on Licensee's own equipment and are familiar with the Licensed Software. Licensee is also responsible for ensuring a proper environment and proper utilities for the development and execution of Applications utilizing the Licensed Software. Licensee represents that it has the requisite expertise to evaluate the suitability of the Licensed Software and that it has undertaken its own investigation of the suitability of the Licensed Software in the Applications. Licensee represents that it has relied upon its own skill and judgment in selecting the Licensed Software and developing the Applications.

**3.9 Relationship with End Users.** There are no third-party beneficiaries to this License Agreement. Consequently, Rogue Wave provides no warranty at all to any person, other than the limited warranty provided to Licensee hereunder. Licensee will be solely responsible for the development of the Applications authorized by this License Agreement and for providing all support or services required or requested by end users of the Applications. Licensee will not make any representations or warranties to its employees, customers, end users or any other third party on Rogue Wave's behalf. Rogue Wave assumes no responsibility under this License Agreement, either directly or indirectly, for damages to Licensee or third parties resulting from the direct or indirect use of the Applications created by or on behalf of Licensee.

**3.10 Remedies.** Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Rogue Wave will not have an adequate remedy in money or damages. Rogue Wave will therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request without posting a bond. Rogue Wave's right to obtain injunctive relief shall not limit its right to seek further remedies.

**4. MAINTENANCE AND SUPPORT OF LICENSED SOFTWARE.** Rogue Wave or its authorized resellers shall provide maintenance and support on the Licensed Software at the level and for the period for which Licensee has paid the applicable fees. Maintenance and Support services provided by Rogue Wave are provided in accordance with Rogue Wave's standard maintenance and support and obsolescence policies, which are subject to change. Maintenance and Support is limited to platforms listed on Rogue Wave's current product support matrix, which is also subject to change. Licensee is responsible for ensuring that its environment is on the current product support matrix. Off-matrix support is available from Rogue Wave for an additional fee. Unless otherwise specified in a quote generated by Rogue Wave, at the end of the initial maintenance and support term, Maintenance and Support will automatically renew for successive terms of one (1) year subject to Licensee's acceptance of Rogue Wave's or its authorized reseller's then-current fees, unless notice of non-renewal is given by either party no less than thirty (30) days before expiration of the term. Licensee will be deemed to have accepted Rogue Wave's or its authorized reseller's then-current fees for any successive term unless Licensee gives notice to Rogue Wave or its authorized reseller (as applicable) of its rejection of any increase in fees no later than thirty (30) days after Licensee receives notice thereof.

## **5. LIMITED WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY.**

**5.1 Limited Warranty.** Rogue Wave warrants to Licensee and for Licensee's benefit only that the unaltered Licensed Software, when used as permitted under the License Agreement and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation for a period of thirty (30) days from the date of delivery (the "Software Warranty Period"). Rogue Wave does not warrant that use of the Licensed Software will be uninterrupted or error-free, that all errors will be corrected, or that use of the Licensed Software will meet Licensee's needs. Rogue Wave will, at its own expense and as its sole obligation and Licensee's sole and exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error in the Licensed Software reported to Rogue Wave by Licensee in writing during the Software Warranty Period; provided, however, that no such error correction provided to Licensee will extend the original Software Warranty Period. If Rogue Wave determines that it is unable to correct the error, Rogue Wave may, upon approval by Licensee, refund to Licensee the fees paid by the Licensee for the defective Licensed Software and terminate the License Agreement and all licenses granted herein. In the event Licensee does not approve of such refund and termination of the License Agreement, Licensee will be entitled to keep the Licensed Software and use it pursuant to the licenses granted herein; provided, however, that Rogue Wave will not be obligated to provide Maintenance and Support for the Licensed Software that is impacted by the reported defect.

**5.2 Exclusions.** The limited warranty set forth above will not apply to defects resulting from, or because of, modifications made to the Licensed Software by anyone other than Rogue Wave, misuse, failure of media not furnished by Rogue Wave, operation with media, software or equipment not authorized by Rogue Wave in the Documentation or not meeting or not maintained in accordance with the supplier's specifications, or causes other than ordinary use. The warranty set forth above will not be enlarged, diminished or affected by, and no obligation or liability will arise from, Rogue Wave's rendering of technical advice, assistance or service in connection with Licensee's selection or use of the Licensed Software. Certain open source or other-vendor software may be distributed with the Licensed Software or recommended in connection with its installation and use. Such products are provided or recommended for Licensee's convenience only. Rogue Wave makes no representation or warranty of any kind regarding such products. Rogue Wave offers no support for such products and shall have no liability associated with their use. Licensee's use of these products shall be in accordance with the licenses for such products, copies of which are included with the products and/or in the Rogue Wave documentation.

**5.3 DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5.1 ABOVE, THE LICENSED SOFTWARE IS PROVIDED "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. ROGUE WAVE SPECIFICALLY DISCLAIMS ALL OTHER PROMISES, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING.

**5.4 LIMITATION OF LIABILITY.** THE CUMULATIVE LIABILITY OF ROGUE WAVE TO LICENSEE FOR ALL CLAIMS RELATING TO THE LICENSED SOFTWARE AND THIS LICENSE AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO ROGUE WAVE HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO

APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS LICENSE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. ROGUE WAVE SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT LICENSEE IS RESPONSIBLE FOR REASONABLE BACK-UP PRECAUTIONS. IN NO EVENT SHALL ROGUE WAVE BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE, EVEN IF ROGUE WAVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS LICENSE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (E.G., CONSUMER LAWS) THAT DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF SUCH LAWS APPLY, CERTAIN EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO LICENSEE; HOWEVER, ALL OTHER RESTRICTIONS AND LIMITATIONS SHALL REMAIN IN EFFECT.

**6. INDEMNIFICATION.** Rogue Wave agrees to defend Licensee from and against any third-party claims alleging that the Licensed Software furnished and used within the scope of this Agreement infringes or misappropriates a U.S. patent issued as of the Effective Date, copyright, trademark or trade secret and will pay all final judgments awarded or settlements entered into on such claims. The foregoing indemnity obligation shall not extend to any claims of infringement arising out of or related to (i) a modification of a Licensed Software by anyone other than Rogue Wave or its duly authorized agent; (ii) the incorporation into the Licensed Software of any information provided by or requested by Licensee; (iii) a combination of the Licensed Software with any third party software or equipment not specified in the Documentation and where such combination is the cause of such infringement; or (iv) the use of a version of a Licensed Software other than the then-current version if the infringement would have been avoided by using of the then-current version. In the event the Licensed Software is held or is believed by Rogue Wave to infringe, Rogue Wave may, at its sole option and expense, elect to (a) modify the Licensed Software so that it is non-infringing; (b) replace the Licensed Software with non-infringing Licensed Software which is functionally equivalent; (c) obtain a license for Licensee to continue to use the Licensed Software as provided hereunder; or if none of (a), (b), or (c) is commercially reasonable, then (d) terminate the license for the infringing Licensed Software and refund the license fees paid for that Licensed Software, prorated over a five (5) year term from the Effective Date. THIS SECTION 6 STATES ROGUE WAVE'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND. Rogue Wave's indemnification obligations under this Section 6 are conditioned upon the Licensee (a) giving prompt notice of the claim to Rogue Wave; (b) granting sole control of the defense or settlement of the claim or action to Rogue Wave; and (c) providing reasonable cooperation to Rogue Wave and, at Rogue Wave's request and expense, assistance in the defense or settlement of the claim.

## **7. TERMINATION.**

**7.1 Term.** The term of this License Agreement will begin as of the date that Licensee receives the Licensed Software and will remain in effect for the Term or until terminated as provided in Section 7.2.

**7.2 Termination for Cause.** Rogue Wave may terminate this License Agreement if Licensee breaches its obligations hereunder. Rogue Wave will affect such termination by giving Licensee notice of termination, specifying therein the alleged breach. If the breach is curable, Licensee will have a grace period of thirty (30) days after such notice is served to cure the breach described therein. If the breach is cured within the thirty (30) day grace period, then this License Agreement will remain in effect; otherwise, this License Agreement will automatically terminate upon the conclusion of the thirty (30) day grace period.

**7.3 Effect of Termination.** Upon termination of the License Agreement for any reason the following terms shall apply: (a) all rights granted under this License Agreement will immediately terminate and Licensee must immediately stop all use of the Licensed Software; (b) Licensee must return to Rogue Wave or destroy all copies of the Licensed Software provided to or made by or on behalf of Licensee, and will, within ten (10) days after the effective date of termination, provide Rogue Wave with written certification that all such copies have been returned or destroyed. Termination of the License Agreement will not affect Licensee's obligation to pay all amounts accrued hereunder prior to the effective date of termination or Rogue Wave's limitation of liability under Section 5.4 of this License Agreement. Licensee agrees that the termination of this Agreement by Rogue Wave can never entail liability for Rogue Wave to pay damages to Licensee for anticipated or missing profits that could otherwise have arisen through Licensee's use of the License.

## **8. MISCELLANEOUS.**

**8.1 Severability.** If any term or provision of the License Agreement is found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, the License Agreement will remain in full force and effect, and in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

**8.2 Governing Law/Forum Selection.** The License Agreement and the parties' rights and obligations hereunder shall be solely and exclusively construed, interpreted and enforced under and in accordance with the laws of the State of Colorado, United States of America, without any reference to conflicts of law principles. The parties agree that the U.N. Convention on the International Sale of Goods shall not apply to the License Agreement. Any and all disputes between the parties shall be brought and resolved solely and exclusively in the state or federal courts located in the State of Colorado, United States of America. Both parties hereby irrevocably consent to the jurisdiction of such courts and service of process in connection therewith. Any judgment rendered by such courts may be entered and enforced by any court having jurisdiction over the party against which an award is entered or its assets. Both parties hereby irrevocably waive any objections to the jurisdiction of such courts based on any ground, including without limitation improper venue or *forum non conveniens*.

**8.3 No Joint Venture.** Nothing contained in the License Agreement will be construed so as to make the parties partners or joint venturers or to permit either party to bind the other party to any agreement or purport to act on behalf of the other party in any respect.

**8.4 Waiver and Modifications.** Failure by Rogue Wave to enforce any rights under this License Agreement will not be construed as a waiver of such rights, and a waiver in one or more instances will not be construed as constituting a continuing waiver or as a waiver in other instances. No modification of this License Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.

**8.5 Import/Export Law.** Licensee may not import, use or otherwise export or re-export the Licensed Software except as authorized by United States law and the laws of the jurisdiction in which the Licensed Software was obtained.

**8.6 Taxes.** License fees and Maintenance and Support fees are exclusive of, and Licensee will pay all shipping charges and all taxes, duties and other charges or fees imposed by governmental authorities arising out of the License Agreement or the use of the Licensed Software by Licensee. In addition, if any Licensed Software will be delivered to points outside of the United States, all export duties, import duties, tariffs, value added taxes, licenses and other similar taxes, duties and fees will be paid by Licensee. If Licensee is required by the laws of any jurisdiction to deduct or withhold from any payment to Rogue Wave any income taxes which may be levied against Rogue Wave, then Licensee's payment shall be increased to an amount equal to the pre-tax payment due divided by a factor equal to one minus the applicable foreign tax rate. The tax shall then be applied to and deducted from the increased payment.

**8.7 U.S. Government Rights.** The Licensed Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Licensed Software with only those rights set forth in this License Agreement. The software licensed to civilian agencies is licensed with Restricted Rights pursuant to FAR 52.227-19.

**8.8 English Language.** The parties hereto have expressly required that the present License Agreement be drawn up in the English language. / Les parties aux présentes, ont expressément exigé que la présente Convention soient rédigées en langue anglaise.

**9. EVALUATION LICENSE.** If You obtained the software for evaluation purposes, subject to the terms of this License Agreement, Rogue Wave grants You a nonexclusive license to install and use the software on computers owned or operated by You and which are subject to Your control, for purposes of testing and evaluation. Provided You include all Rogue Wave copyright, trademark, and government notices in each copy of the software, You may make a reasonable number of copies of the software to accomplish the foregoing. You may not: (i) duplicate, distribute, publish, transfer, sublicense, or make software available in any form to others; or (ii) assign, sublicense or transfer any license granted herein. You may not export software to another country. Rogue Wave retains sole and exclusive ownership of all right, title, and interest in and to the software and associated materials, and all copies thereof including changes made by You. The term of the evaluation license is THIRTY (30) days, unless terminated as provided herein or extended in Rogue Wave's sole discretion. Rogue Wave may, at its option at any time, in addition to other available remedies, with or without cause, terminate this license. Upon termination or expiration of the evaluation license You are required to return or destroy, as requested by Rogue Wave, all copies of the software in your possession and all other materials pertaining to the Software, including all copies thereof. You agree to certify your compliance with such requirement upon Rogue Wave's request. Software provided under an evaluation license is provided "AS IS" with NO WARRANTY. Rogue Wave MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY. ROGUE WAVE SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ROGUE WAVE BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER UNDER THE EVALUATION LICENSE, INCLUDING BUT NOT LIMITED TO DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**THE LICENSED SOFTWARE IS PROTECTED BY UNITED STATES COPYRIGHT LAW AND INTERNATIONAL TREATY. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.**

Copyright 2001-2018, Rogue Wave Software, Inc. All Rights Reserved. Protected by copyright and licenses restricting use, copying, distribution and decompilation. Rogue Wave is a registered trademark of Rogue Wave Software, Inc. in the United States and other countries.