

## LICENCE AGREEMENT

Read Carefully Before Installing the Software Product

Customer: THE SOFTWARE PRODUCTS (AS DEFINED LATER BELOW) CONTAIN COPYRIGHTS, TRADE SECRETS AND OTHER INTELLECTUAL PROPERTY RIGHTS BELONGING TO APTECH SYSTEMS, INC. ("APTECH"). THE SOFTWARE PRODUCTS MAY BE INSTALLED, COPIED, DISPLAYED, EXECUTED, OR USED ("USED") IN ANY OTHER FASHION ONLY IN ACCORDANCE WITH THE TERMS OF THIS LICENSE AGREEMENT AND WHICHEVER SUPPLEMENTAL LICENSES APPLY TO THE SOFTWARE PRODUCTS PURCHASED BY CUSTOMER. THE LICENSE AGREEMENT AND APPLICABLE SUPPLEMENTAL LICENSES ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "LICENSE AGREEMENT" OR "AGREEMENT". THE TERMS "YOU", "YOUR" OR "LICENSEE" MEANS CUSTOMER.

YOU MAY NOT INSTALL, COPY, DISPLAY, DISTRIBUTE, EXECUTE OR USE IN ANY OTHER FASHION THE SOFTWARE PRODUCTS EXCEPT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. BY ANY USE OF ANY SOFTWARE PRODUCT, YOU ARE DEEMED TO HAVE ACCEPTED, AND YOU ARE BOUND BY, ALL THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT (INCLUDING WITHOUT LIMITATION THE SUPPLEMENTAL LICENSES APPLICABLE TO SUCH SOFTWARE PRODUCT).

IN ORDER TO USE SOFTWARE PRODUCTS, YOU MAY BE REQUIRED TO OBTAIN A UNIQUE LICENSE CODE OR CODES FROM APTECH TO ENABLE INSTALLATION, COPYING, DISPLAY, EXECUTION AND OTHER USE OF THE SOFTWARE PRODUCT.

SOME OF APTECH'S SOFTWARE PRODUCTS CANNOT BE ACTIVATED WITHOUT A LICENSE CODE (OR KEY) PROVIDED BY APTECH. THE ACTIVATION LICENSE CODE IS UNIQUE AND IS GENERATED FROM INFORMATION ABOUT THE COMPUTER HARDWARE, OPERATING SYSTEMS AND THE APTECH SOFTWARE PRODUCT OF THE REGISTERED USER (SEE DEFINITIONS IN SECTION 1 BELOW). THE REGISTERED USER HAS THE OBLIGATION TO REQUEST AN INITIAL ACTIVATION LICENSE CODE FROM APTECH WITHIN ONE YEAR OF THE DATE OF RECEIPT OF THE SOFTWARE PRODUCT BY THE INITIAL LICENSEE (SEE DEFINITIONS IN SECTION 1 BELOW); SUCH DATE IS THE DATE ON THE SOFTWARE PRODUCT INVOICE FROM APTECH. IF THE REGISTERED USER WISHES TO INSTALL THE SOFTWARE PRODUCT ON A DIFFERENT COMPUTER (WHICH REQUIRES REMOVAL OF THE SOFTWARE PRODUCT FROM THE COMPUTER WHERE IT WAS INITIALLY INSTALLED), APTECH IS ONLY OBLIGATED TO PROVIDE A NEW ACTIVATION LICENSE CODE DURING THE THREE (3) YEARS FROM THE DATE OF THE SOFTWARE PRODUCT INVOICE. AFTER SUCH DATE, APTECH HAS NO OBLIGATIONS OF ANY KIND TO PROVIDE NEW ACTIVATION LICENSE CODES (WITHOUT WHICH THE SOFTWARE PRODUCT CANNOT BE ACTIVATED). NOTWITHSTANDING THE PRECEDING SENTENCES AND WITHOUT ANY AFFIRMATIVE DUTY OR OBLIGATION TO DO SO, APTECH MAY AT ITS SOLE DISCRETION AND ONLY IF APTECH STILL HAS THE ACTIVATION LICENSE CODE GENERATORS FOR THE VERSION OF THE SOFTWARE PRODUCT THAT WAS LICENSED, APTECH

MAY IN SUCH CASES (BUT IS NOT REQUIRED TO DO SO) PROVIDE A NEW ACTIVATION LICENSE CODE ALLOWING FOR INSTALLATION AND ACTIVATION OF THE SOFTWARE PRODUCT.

IF YOU DO NOT ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT, YOU ARE PROHIBITED FROM INSTALLING, COPYING, DISPLAYING, EXECUTING OR USING IN ANY OTHER FASHION THE SOFTWARE PRODUCT. VIOLATION (I) CONSTITUTES INFRINGEMENT, MISAPPROPRIATION AND CONVERSION OF APTECH'S COPYRIGHTS, TRADE SECRETS, AND OTHER INTELLECTUAL PROPERTY RIGHTS, (II) WILL SUBJECT THE INFRINGER TO SIGNIFICANT CIVIL LIABILITIES FOR DAMAGES (INCLUDING WITHOUT LIMITATION STATUTORY DAMAGES) AND OTHER REMEDIES AND LIABILITIES, AND (III) MAY CONSTITUTE VIOLATION OF CRIMINAL LAWS.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, YOU MAY, WITHIN 30 DAYS OF PURCHASE AS EVIDENCED BY THE VENDOR'S RECEIPT AND/OR INVOICE, CONTACT THE VENDOR WHO SOLD YOU A SOFTWARE PRODUCT FOR ANY REFUND OR CREDIT AS MAY BE ALLOWED BY THE VENDOR'S PRODUCT RETURN POLICIES.

IF CUSTOMER IS PURCHASING A SOFTWARE PRODUCT THAT IS AN UPGRADE OF AN EARLIER VERSION OF AN APTECH SOFTWARE PRODUCT, THEN THIS AGREEMENT SHALL SUPERSEDE THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT THAT APPLIED TO THE EARLIER VERSION, AS OF THE DATE OF INSTALLATION OF THE UPGRADE.

### Section 1. DEFINITIONS.

a. "Intellectual Property" means collectively the following: inventions, whether or not patented, copyrights, design rights, publicity rights, trade secrets, and any and all forms of intellectual property rights, whether tangible or intangible form, and all copies of Intellectual Property incorporated or embodied in any format or Media, print, electronic, digital, magnetic, and all other forms, presently existing or that may be hereafter discovered.

b. The terms "Software Product" or "Software Products" mean ONLY the software program or software programs from those listed below that Customer purchased AND that is or are specifically identified in Aptech's invoice or invoices, including without limitation applications, help files, libraries, source code, executables, applets, user manuals and documentation, technical manuals, systems manuals, all other products included in any package, box or container, electronic files, and all associated Intellectual Property for all computer operating systems:

- GAUSS Platform (TM)
- ("GAUSS" or "GAUSS Mathematical & Stastical System (TM)" or "GAUSS System")
- GAUSS Data Tool (TM)
- GAUSSplot (TM)
- GAUSS Light (TM)
- GAUSS Engine (TM) Products:

- GAUSS Engine Personal Edition (TM)
- GAUSS Engine Pro (TM)
- GAUSS Run-Time Engine (GRTE) (TM) (GRTE is included in some of the GAUSS Engine Products.)
- Java API for GAUSS Engine (TM)
- GAUSS Run-Time Module (GRTM) (TM)
- GAUSS (TM) Applications:
  - Algorithmic Derivatives
  - Bayesian MT
  - Constrained Optimization/Constrained Optimization MT
  - Constrained Maximum Likelihood/Constrained Maximum Likelihood MT
  - CurveFit
  - Descriptive Statistics/Descriptive Statistics MT
  - Discrete Choice
  - FANPAC (TM)/FANPAC MT (TM)
  - GAUSS Machine Learning (TM)
  - Linear Programming/Linear Programming MT
  - Linear Regression/Linear Regression MT
  - Loglinear Analysis/Loglinear Analysis MT
  - Maximum Likelihood/Maximum Likelihood MT
  - Nonlinear Equations/Nonlinear Equations MT
  - Optimization/Optimization MT
  - Time Series/Time Series MT

c. "Person" means a natural Person or any form of organization or entity including, but not limited to, corporations, partnerships, associations, and governmental units.

d. "Customer" or "Licensee" refers to the Person subject to this License Agreement and each End-User to whom the Customer transfers rights in accordance with the terms of this Agreement.

e. "Initial Customer" means the Customer who initially Purchases (or otherwise obtains from Aptech) the Software Product.

f. To "Copy" a Software Product means to create a copy or representation of any portion of it in or on any medium or format, whether tangible or intangible, physical, electronic, magnetic, optical, or otherwise. A "Copy" refers to the representation thus created.

g. To "Disclose" a Software Product means to allow or authorize any Person to possess, use, or Copy any portion of it.

h. "Software Registration" means the End-User information provided to Aptech for the accompanying Software Products.

i. "Registered User" means the End-User specified in the Software Registration submitted to Aptech by the Customer for the Software Products.

j. "Single-User License" is a license for one named

individual End-User to install and use/access the Software Product on one stand-alone computer at any one time. It is not a shared license.

k. "Supplemental License" refers to a separately Paid For license which is subject to additional terms and conditions applicable to the forms of licenses that do not constitute a Single-User License.

l. "Network" means a collection of computers or other electronic devices that are connected to other computers or electronic devices including, but not limited to, virtual, Cloud, LAN, and wireless connections.

m. The terms "Payment", "Purchased", "Paid For" and/or "Paid-For" include both payments made in U.S. Dollars (or other authorized currency) in exchange for Software Products as well as Software Products otherwise lawfully obtained by Customer from Aptech. An invoice from Aptech describes each and every Software Product provided to Customer, Supplemental Licenses granted (discussed below) and any applicable License Fees due Aptech.

n. "Noncommercial" means that the software program or source code written or developed by Licensee using the Software Product in the development or creation of such software program or source code is NOT sold to other Persons.

o. "Update" means that the Customer has purchased a higher and/or later version of the Software Product that replaces and terminates the licensed use of an earlier version of that Software Product. The terms "Update" and "Upgrade" can be used interchangeably.

p. "Conversion" or "Converts" means that the Customer has purchased a Software Product that replaces and terminates the licensed use of another Software Product.

q. "Academic" means that the Software Product is used at a qualified academic institution by any person who attends or is employed by that accredited educational institution for teaching, student, classroom, and Noncommercial research and other educational purposes.

r. "Home Use Computer License" is an additional permanent Single-User License installation of the Software Product that may be provided when a Customer purchases a Single-User Primary License. It is for the sole use of that Customer for installation on a personal computer or portable device and cannot be updated separately from the Primary License. The Home Use Computer License also includes any GAUSS Application Software Products registered to the Primary License.

s. "Premier Support License" or "Laptop License" is an additional annually renewable Single-User License of GAUSS or one of the GAUSS Engine family of products that may be provided when a Customer purchases a Premier Support Product from Aptech. It is for the sole use of that Customer

for installation on a personal computer or portable device and cannot be updated separately from the Primary License. The Premier Support License also includes any GAUSS Application Software Products registered to the Primary License.

t. "Companion License" is a License that may be provided at no additional fee when a Customer purchases certain Licenses of GAUSS or one of the GAUSS Engine family of products. It must be installed on the same computer as the Primary License. It is for the sole use of that Customer and cannot be updated separately from the Primary License.

u. "Media" is the Software Product files provided in either a tangible form such as on a Compact Disc (CD) or in an electronic form such as a zip file delivered via download from the internet.

v. "Primary License" is a License of GAUSS or one of the GAUSS Engine family of products.

w. "Registered User" or "Registered End-User" or "End-User" means the designated named Person who is actually using the Software Product. On a Network, Lab/Classroom or Site License, this Person can be a designated Contact person for the purposes of administrating the License.

x. "Designated Workstation License" is a license for one designated computer workstation where multiple End-Users are permitted to use/access the Software Product on one stand-alone computer. Only one End-User may use/access the Software Product at any one time. All Single-User Terms and Conditions apply.

## Section 2. LICENSE.

a. Subject to Payment of the license fee and other charges payable to Aptech specified on the Software Product Invoice (or otherwise granted by Aptech) and subject to other terms and conditions of the License Agreement, Aptech grants to Customer a nonexclusive limited license to use the Software Product packaged with this License Agreement, as hereinafter described.

b. The Single-User License granted by the License Agreement applies to any Customer who has not also Purchased (or otherwise been granted from Aptech) and accepted the terms and conditions of a Supplemental License. If the Customer has also Purchased (or otherwise been granted from Aptech) and accepted a Supplemental License, the Supplemental License's terms and conditions will apply to the Customer to the extent they modify, enlarge or replace the Single-User License terms and conditions. Except as modified in a Paid-For (or otherwise granted from Aptech) Supplemental License, the Single-User License and all of its terms and conditions shall remain unchanged and fully in effect. If Customer has Paid For (or has otherwise been granted from Aptech) a Supplemental License, the terms and conditions of the Single-User License are incorporated by reference into the Supplemental License

except as the Supplemental License may modify, enlarge or replace any specific term or condition of the Single-User License terms and conditions.

In the event Customer Updates or Converts a Software Product to a higher version or new Software Product, the Customer's right to Copy, transfer, loan, rent, lease or sub-license, assign, convey, sell, mortgage, or pledge prior versions of the Updated or Converted Software Product is terminated.

c. IF YOU HAVE PURCHASED (OR HAVE OTHERWISE BEEN GRANTED FROM APTECH) ANY ONE OR MORE OF THE SUPPLEMENTAL LICENSES LISTED BELOW, THEN YOU ARE ALSO BOUND BY ALL THE TERMS AND CONDITIONS IN THE PAID-FOR SUPPLEMENTAL LICENSES (AS LATER DESCRIBED). SUPPLEMENTAL LICENSES ARE OF THE FOLLOWING KINDS:

- NETWORK/SERVER LOCKED LICENSES - Part 1
- INSTRUCTIONAL LAB/CLASSROOM LICENSES - Part 2
- SITE LICENSE - Part 3
- GAUSS ENGINE PERSONAL EDITION/GAUSS ENGINE PRO LICENSES/GAUSS RUN-TIME ENGINE LICENSE (GRTE) - Part 4
- GAUSS RUN-TIME MODULE LICENSE - Part 5
- OTHER NOTICES - Part 6
  - GAUSSplot & TECPLOT EDGE
  - PTHREADS-WIN32
  - Qt
  - IJG Software
  - SuperLU
  - TAUCS
  - Econotron, Inc.
  - ARPACK
  - dsfmt
  - JNA Library
  - Readstat
  - RE2
  - CRE2
  - Cityhash
  - HSLuv-C
  - OpenSSL
  - NetBSD strptime
  - mpaland/printf
  - FastWildCompare
  - libcurl

READ THE APPLICABLE SUPPLEMENTAL LICENSES FOUND AT THE END OF THIS LICENSE AGREEMENT FOR ALL APPLICABLE TERMS AND CONDITIONS.

d. Aptech reserves all rights to the Software Products not specifically granted herein.

e. THIS SECTION DESCRIBES THE SINGLE USER LICENSE GRANTS.

1) SO LONG AS NO TERM OR CONDITION OF THIS

LICENSE AGREEMENT AND ANY APPLICABLE SUPPLEMENTAL LICENSE IS BREACHED, CUSTOMER MAY:

A. Only the Named End-User may Use the Software Product on a stand-alone computer, including Primary Single- User, Home Use, Premier Support (Laptop), and Companion Licenses. The Named End-User MAY run the Software Product on two or more computers at the same time so long as the Named End-User is the only Person using the Software Product;

B. Only Use the GAUSS Light Software Product for STUDENT NONCOMMERCIAL, EDUCATIONAL/ACADEMIC PURPOSES;

C. Transfer or Use the Software Product from one computer to another over a Network (whether an intranet, internet, wide-area network, local area network, Cloud, Virtual or any other form of Network) only if Customer has obtained the separate applicable Supplemental License from Aptech, and provided that such transfer or use is in accordance with the terms and conditions of the applicable Supplemental License;

D. Transfer the Software Product to another Person provided that: (i) the Transferor Customer provides Aptech with a written notice of change of Registered User; (ii) the Transferor Customer has erased, deleted and destroyed all copies of the Software Product which remain in Customer's possession or control; (iii) the Transferor Customer transfers the original Media and all documentation, including a copy of the License Agreement to the transferee Registered User; (iv) the Software Product being transferred is the Customer's latest registered version; (v) in any such transfer, although the Transferor Customer's right to install, Copy or use the Software Product is terminated, the Transferor Customer shall remain obligated and liable to Aptech for any breaches of the License Agreement occurring prior to the transfer; and (iv) the transferee Customer and Registered User agree to all of the terms and conditions of the License Agreement;

E. Make one Copy of the Software Product for use as a backup Copy, or for use by Licensee with a Single- User License on a Home computer, except as restricted by Paragraph 2)F below, provided that: (i) the Copy includes all notices of copyright and all other proprietary rights appearing in and on the Software Product; (ii) the Copy and the original Software Product are not in use at the SAME time; (iii) Customer establishes a procedure for accounting for the Copy at all times; and (iv) Customer destroys the Copy when it is no longer required; and

F. Only when used with the GAUSS System, or GAUSS Engine Software Products, and for personal and Noncommercial use, modify those portions of any GAUSS Applications program that are provided in a source code form, or alter, merge, modify or adapt the GAUSS Application Software Products or GAUSS Run-Time Library Code (GRTLIC) in any way; provided that any file using any such portions in whole or in part of, or comprising a

derivative of, the GAUSS Application or GRTLIC source code, must include all notices of copyright and proprietary rights appearing in and on the Software Product. IF YOU WISH TO DISTRIBUTE ANY PORTION OF THE GAUSS APPLICATIONS OR GRTLIC SOURCE CODE, IN WHOLE OR IN PART, YOU MUST FIRST OBTAIN WRITTEN PERMISSION FROM APTECH SYSTEMS.

## 2) YOU MAY NOT:

A. Install the Software Product on a Network Server unless you have lawfully obtained the applicable Supplemental License from Aptech authorizing such use;

B. Modify, translate, alter, merge, reverse engineer or adapt those portions of any Software Product that are provided in an object form in any way including disassembling or decompiling;

C. Modify or translate those portions of any Software Product program that are provided in a source code form, in any way, except as provided in subsection 2.e.1) above, without the prior written consent of Aptech;

D. Copy, loan, rent, lease or sub-license, assign, convey, sell, mortgage, pledge, or in any manner use or transfer all or any of Customer's rights and obligations under this Agreement or in any Software Product, except as provided in subsection 2.e.1) above, without Aptech's prior written consent;

E. Copy, loan, rent, lease or sub-license, assign, convey, sell, mortgage, pledge, or in any manner use or transfer Software Products that have been Updated to a higher version of the Software Product OR Converted to a new Software Product;

F. Install or Use the Software Product on a third computer such as a personal laptop or other portable device, unless Licensee has Purchased and is current with a Premier Support Product;

G. Reverse engineer, decompile, or do anything other than as specifically and expressly permitted in this Agreement or in any applicable Supplemental License(s) for the Software Product(s), subject however to any rights of reverse engineering or decompilation or other acts which cannot be excluded by this Agreement under applicable laws; provided however that the limitations and terms and conditions in this Agreement and any Supplemental License(s) shall be enforced as broadly as possible.

## Section 3. LIMITED WARRANTIES

Only the limited warranties expressly described in this Section 3 are made to the Initial Customer installing the software and no warranty of any kind, whether express or implied, is made to any other Person or transferee Registered User:

a. Aptech warrants that it has the right to grant the

licenses contained in the License Agreement.

b. Aptech warrants that the Media in which the Software Product is recorded is free from defects in materials and workmanship under normal use, for a period of ninety (90) days from the date of original delivery to Customer.

c. NO IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY STATED IN SECTIONS 3.a AND 3.b ABOVE AND SECTION 4.a BELOW AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, APTECH DOES NOT MAKE AND HEREBY SPECIFICALLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND/OR INDEMNITIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, LACK OF VIRUSES, ACCURACY OR COMPLETENESS, RESULTS, LACK OF NEGLIGENCE, OR ANYTHING ELSE, WITH RESPECT TO THE SOFTWARE PRODUCT(S).

#### Section 4. LIMITATIONS ON LIABILITY AND REMEDIES.

a. General. Aptech's only obligation, liability and/or remedy, with respect to the warranties set forth in Section 3 shall be one of the following, which Aptech shall have sole discretion to choose: (1) to provide replacement Media (whether in the form of the current release or otherwise) to Software Product; (2) to replace, without charge, Software Product with a functionally equivalent program; or (3) to refund the applicable license fees paid to Aptech by Customer. These are the sole and exclusive remedies for any breach of warranty, as determined by Aptech. Aptech shall have no obligation, liability or any other kind of responsibility for the costs of restoring any destroyed or defective data, installation of replacement Media, software conversion work made necessary by replacement Media, or any other consequential damages even if Aptech had been specifically informed by Customer of the possibility or probability of any such consequences. During the ninety (90) day warranty period under Section 3.b above, Aptech will replace, without charge, on an exchange basis, any Media which is not as warranted.

Any claim under the above warranty must include a copy of Customer's receipt or invoice or other proof of the date of delivery.

b. LIMITATIONS OF LIABILITY AND REMEDIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, UNDER NO CIRCUMSTANCES SHALL APTECH OR ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO LICENSEE OR ANY OF LICENSEE'S DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR AFFILIATES, FOR ANY SPECIFIC PERFORMANCE OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, TREBLE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATING TO THIS LICENSE AGREEMENT, OR FOR ANY

DAMAGES FOR LOSS OF GOODWILL OR LOST PROFITS, LOSS OF DATA, WORK STOPPAGE OR IMPAIRMENT OF BUSINESS, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE, NEGLIGENCE, OR FOR ANY OTHER PECUNIARY OR OTHER LOSSES WHATSOEVER, EVEN IF A PARTY OR ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR AFFILIATE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER OR NOT THIS EULA FAILS IN ITS ESSENTIAL PURPOSE. IN NO CASE SHALL APTECH AND ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR AFFILIATES IN THE AGGREGATE HAVE ANY POTENTIAL OR ACTUAL LIABILITY TO LICENSEE FOR ANY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT OR GENERAL DAMAGES) ARISING FROM THIS AGREEMENT THAT IN TOTAL EXCEED THE LICENSEFEES PAID BY CUSTOMER FOR THE SOFTWARE PRODUCT(S).

c. NOTHING IN THE FOREGOING SHALL BE DEEMED TO EXCLUDE, RESTRICT OR LIMIT IN ANY MANNER THE LIABILITY, IF ANY, OF LICENSEE OR ANY OTHER PERSON FOR ANY INFRINGEMENT, MISAPPROPRIATION OR OTHER VIOLATION OF ANY OF APTECH'S COPYRIGHTS, CONFIDENTIAL INFORMATION OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR BREACH OF THIS AGREEMENT.

#### Section 5. TRADE SECRETS AND INTELLECTUAL PROPERTY.

a. Intellectual Property. This License Agreement neither shall be deemed to assign, transfer, or convey to, nor assigns, transfers or conveys to, Customer any right, title or interest to any part of any of the Software Product(s) beyond the express terms of the grants of licenses described in this License Agreement and, when applicable, Supplemental License(s). In addition, the Intellectual Property's trade secrets shall not be Disclosed, used, disseminated, or published other than in accordance with the terms and conditions of this License Agreement and, when applicable, Supplemental License(s). Aptech reserves to itself all rights, title and interest that are not expressly licensed herein.

b. Copyrights. The Software Product also contains copyrights owned by Aptech under the copyright laws of the United States, the Universal Copyright Convention and the Berne Convention.

c. Licensee recognizes and acknowledges the exclusive right of Aptech in and to Aptech's trademarks, service marks, trade names, copyrights and any other intellectual property rights in the Software Product(s) except as expressly stated herein with respect to rights licensed from third parties. Licensee agrees not to make any intellectual property rights claims that use or incorporates in any way any of Aptech's confidential information or intellectual property rights and further agrees not to file any application for patent protection which claims the intellectual property rights of Aptech.

#### Section 6. TERMINATION OF LICENSE GRANTS.

a. Except for the termination of the grants of license described herein, all other terms and conditions of this License Agreement and any applicable Supplemental Licenses (when Paid For or otherwise obtained from Aptech) shall survive any such termination of the license rights granted to Customer hereby. All license grants made to Customer are automatically terminated upon any breach of any term or condition of the License Agreement and/or applicable Supplemental License. In the event of any such termination, the Customer shall immediately destroy any and all existing copies of the Software Product in the possession or control of the Customer, and the Customer shall certify in writing Customer's compliance with this provision.

b. No termination of the license grants made herein shall act to release, waive or otherwise discharge Customer from any and all claims and causes of action held by Aptech against Customer for breach of the License Agreement and/or applicable Supplemental Licenses, infringement of intellectual property rights, misappropriation of trade secrets, or any other claim or cause of action arising from Customer's wrongful acts and omissions.

#### Section 7. GENERAL.

a. Aptech's Benefit, Applicable Law, Jurisdiction, and Venue. This Agreement is made for the sole benefit of the parties hereto, and there are no third party beneficiaries of this Agreement, including without limitation any third-party users of any products using or derived from any GAUSS products. This License shall be interpreted under the laws of the State of Arizona, notwithstanding the application of any jurisdiction's choice-of-law rules to the contrary. Customer and Aptech consent to personal jurisdiction, subject matter jurisdiction, and venue in the state and federal courts sitting in Maricopa County, State of Arizona. Any action relating to this Agreement must be brought in the state or federal courts located in Phoenix, Maricopa County, Arizona, except as set forth in Section 7.d above with respect to Aptech's option described therein.

b. Attorney's Fees. In the event legal action is brought by either party to enforce any of the provisions of this Agreement, the prevailing party shall recover its reasonable attorney's fees, costs, and expenses, including, but not limited to, fees, costs and expenses of collecting any judgment.

c. Invalidity/Unenforceability/Waiver; Savings Clause. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision hereof. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein or by law. No waiver of rights shall be valid unless contained in a writing specifically referring hereto and signed by the party against whom enforcement is sought. If any provision of this Agreement shall be held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to

the full extent permitted by law all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed liberally in order to carry out the intent of the parties hereto as nearly as may be possible, and any court or arbitrator having jurisdiction over such matters shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable laws so as to be closest to the interpretation of this Agreement under the laws of the State of Arizona.

d. Severability. All agreements and covenants contained in this Agreement, the Supplemental Licenses, and any documents (tangible or intangible, electronic, magnetic, or in any other format or Media) incorporated by reference herein, are severable and in the event that any of them shall be held to be invalid by any competent court, this Agreement, Supplemental Licenses, and referenced documents shall be interpreted as if such invalid agreement or covenant is not contained herein and all other provisions shall remain in full force and effect.

e. Export. Licensee shall comply with any and all United States export laws and regulations if the installation of the Software Product(s) is out of the United States.

f. Entire Agreement. The License Agreement and any applicable Supplemental License(s) constitute the entire agreement between the parties and hereby supersede any and all oral or other agreements, statements, representations, and/or negotiations that may be not expressly incorporated in the License Agreement and any applicable Supplemental Licenses. No purchase order from Licensee shall supersede, expand or otherwise amend this Agreement or any applicable Supplemental License. If there is any inconsistency between a term or condition of such Purchase Order and a term or condition of this Agreement or any applicable Supplemental License(s), the term or condition of this Agreement or any Supplemental License shall prevail over the Purchase Order. This Agreement and any Supplemental License may not be modified or amended except by an instrument in writing signed by the parties hereto.

g. US Government Restricted Rights. This Section 8.g is applicable only to any Licensee that is a United States governmental agency or entity, and in such cases, Aptech's Software Product(s) is/are provided with restricted rights under United States laws. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in sub-paragraph (c) (2) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252. 227-7013 or sub-paragraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. To the extent that these regulations have been or are amended or supplemented, all terms and conditions elsewhere in this Agreement shall prevail to the fullest extent allowable by these regulations, any amendments and any future changes or supplements with respect to any such licensees. Contractor/manufacturer is Aptech Systems, Inc., PO Box 618, Higley AZ 85236-0618, USA.

h. Interpretation; English. This Agreement and any applicable Supplemental License shall be interpreted without regard to any rule disfavoring the party who drafted any specific term, condition or language. Interpretation of this Agreement and any Supplemental License shall be based on the English language. If there is any translation of this Agreement or any Supplemental License into a language other than English, the English language versions shall control if there is any conflict between the foreign language translation and the English language. In any case where the intended installation of the Software Product(s) is not the within the United States of America, Licensee and Aptech shall jointly ask the court and arbitrator in any circumstance where the laws of such other country are determined to apply to this Agreement or any Supplemental License to nevertheless interpret such laws to enforce the terms and conditions of this Agreement and any applicable Supplemental License(s) so as to be equivalent to or substantially the same as such terms and conditions would be construed in the State of Arizona, USA, notwithstanding any potential application of laws of the country of intended destination and use.

i. No rights of third parties. No person or entity who or that is not the Licensee shall have any right of any kind to enforce any term of this Agreement or any applicable Supplemental License(s), regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

## SUPPLEMENTAL LICENSE TERMS & CONDITIONS

### PART 1

**NETWORK /SERVER LOCKED LICENSES:** The following terms and conditions apply to the Network/Server Locked License for the applicable Software Products ("N/SL License" herein) as supplemental terms and conditions to the Single-User License Agreement set forth above.

#### Section 1. Definitions.

a. "Network/Server Locked License" or "N/SL License" means the above Single-User License Agreement and these supplemental terms and conditions.

b. "Site" means the location where the Software Product shall be installed and used.

c. "License Server" or "Network Server" means the computer network server where the Software Product is installed and executed so that client computers may access and check out sessions of the Software Product(s).

d. "Server Locked" means the Software Product is installed and executed on one License Server for an unlimited number of concurrent users.

e. "Network Increments" or "Seats" means the number of simultaneous or concurrent users specified on the invoice

sent by Aptech, in addition to the one included with the Initial Network License, that are authorized by the N/SL License described in Section 2.a. below to access or use the Software Products at any one time.

Section 2. License. This N/SL License is comprised of two separate sub-license components: Network License and Server Locked License. The Aptech invoice accompanying the Software Product specifies the applicable sub-license Purchased by Licensee.

#### a. Network License

1) General. Subject to the terms and conditions contained in the Single-User License as modified by this N/SL-Network License, Aptech grants Licensee a nonexclusive, nontransferable license to install and use the applicable GAUSS System, GAUSS Engine and/or GAUSS Application Software Products on computers that are connected to a Network License Server for use up to the number of simultaneous or concurrent users less than or equal to the number of Network Increments Purchased by Licensee.

2) Change in Number of Network Increments. In the event that Licensee wishes to increase the number of Network Increments, Licensee shall contact Aptech to increase the number of Network Increments covered by this N/SL-Network License and Aptech will accordingly modify the License Fee amount and invoice Licensee.

#### b. Server Locked License.

1) Subject to the terms and conditions contained in the Single-User License as modified by this N/SL-Server Locked License, Aptech grants Licensee a nonexclusive, nontransferable license to install and use the applicable Software Products, excluding the GAUSS Engine Pro, on one License Server up to an unlimited number of concurrent Users.

2) Change in Number of License Server CPUs. In the Event Licensee increases the number of CPUs on their License Server, Licensee shall contact Aptech to increase the number of CPUs covered by the N/SL-Server Locked License and Aptech will accordingly modify the License Fee amount and invoice Licensee.

#### Section 3. Scope of Use.

a. General. This N/SL License is applicable to one physical location and does not include Campus extensions or other business locations.

b. Network Use. The Software Product contains a license manager that governs the number of Network Increments and access to the Software Products. Under no circumstances shall any one Copy of a Network Increment be used on more than one Network License Server at any one time.

In the event, that Licensee transfers the Software Product to a new License Server, the Software Product must be removed from the previous License Server. Under no circumstances may the Software Product be used on more than one License Server.

c. Home/Portable Device (Laptop) Use. Licensee may only Install or Use the Software Product on a home or stand-alone portable device if Licensee has purchased and is current with a Premier Support Product and has paid the separate, applicable, annual License Fee for such home or portable device use. The Premier Support Licenses may only be installed up to the number of Premier Support Licenses specified on the Invoice.

d. Disaster Recovery Use ("DR Use"). Licensee is authorized to install the Software Product on a second License Server for Disaster Recovery purposes only. A DR Use License File may be provided when a customer purchases a Premier Support Product from Aptech. It is for the sole use of that Customer for installation on a Disaster Recovery Server and cannot be updated separately from the Primary License. The Disaster Recovery License also includes any GAUSS Application Software Products registered to the Primary License.

## PART 2

**INSTRUCTIONAL LAB/CLASSROOM LICENSES ("LAB"):** The following terms and conditions apply to the Instructional Lab or Classroom License for the Software Product as supplemental terms and conditions to the Single-User License set forth above.

### Section 1. Definitions.

a. "Instructional Lab" or "Lab License" or "Classroom License" means the above Single-User License Agreement and these supplemental terms and conditions. The terms "Instructional Lab" or "Lab License" or "Classroom License" may be used interchangeably.

b. "Site" means the location where the Software Products shall be installed and Used.

c. "Lab Increments" means the number of stand-alone computers specified on the invoice sent by Aptech that are authorized by this Lab License, in addition to the one included with the Initial Lab License, to have the Software Products installed.

If the Network Option is Purchased, the number of Lab Increments means number of concurrent users or Seats that may Use/access the Software Products at any one time.

d. "Lab" means a single room or classroom that contains the academic institution-owned computers where the Software Product is installed and Used for educational purposes.

### Section 2. License.

a. General. Subject to the terms and conditions contained in the Single-User License as modified by this Lab License, Aptech grants Licensee a nonexclusive, nontransferable license to use the Software Products at the Site up to the number of computers or terminals (stand-alone or networked owned by the Licensee) equal to the number of Lab Increments so Purchased.

b. Change in Number of Lab Increments. In the event that Licensee wishes to increase the number of Lab Increments, Licensee shall contact Aptech. If Aptech agrees to the modification, the number of Lab Increments shall be so increased and Aptech will accordingly modify the License Fee amount and invoice Licensee.

### Section 3. Scope of Use.

a. General. The Lab License allows Licensee to use the Software Products SOLELY AND EXCLUSIVELY FOR TEACHING AND CLASSROOM PURPOSES for students. Without limiting the foregoing, this Lab License does not authorize Licensee to use the Software Products for paid research or other non-teaching purposes.

b. Home/Portable Device (Laptop) Use. Installation of the Software Products on a home computer or personal portable device is prohibited under this Lab License.

c. Network Use. To install Lab Increments on a Network Server, the Network Use Option must be purchased for an additional fee. The Software Product contains a license manager that governs the number of Lab Increments and access to the Software Products. Under no circumstances shall any one Copy of a Lab Increment be used on more than one Network Server at any one time.

Section 4. License Fees. In consideration of this Lab License, Licensee agrees to pay the yearly license fee ("License Fee") specified in the invoice accompanying the Software Products according to the terms and conditions therein stated.

Section 5. Maintenance & Support. From time to time, Aptech may publish, but has no obligation to publish, major or minor updates to the Software Product, and Aptech may provide, at Aptech's sole discretion, such updates to Licensee during the term of this Lab License. During the term of this Lab License, Aptech shall provide email support services via Aptech's website during Aptech's regular business hours to Licensee.

Section 6. Term and Termination. The term of this Lab License is three years, commencing upon the date of Aptech's invoicing Licensee for the first year's License Fee, subject to Licensee complying with the terms and conditions of the Single-User License Agreement, as modified by this Lab License, including without limitation payment of the invoice in accordance with its terms and conditions. This Lab License is renewable upon the expiration of each three-year



term for an additional three-year term upon the payment of the then current yearly License Fee by Licensee.

Aptech may terminate this Lab License without notice if Licensee materially breaches the terms of this Supplemental Lab License or the Single-User License, including, but not limited to, the nonpayment of the yearly License Fee. Upon termination or expiration of this Lab License, Licensee destroy all physical copies of the Software Products and erase all copies from any storage systems owned or under the control of Licensee.

### PART 3

**SITE LICENSE:** The following terms and conditions apply to the Site License for the Software Products as supplemental terms and conditions to the Single-User License Agreement set forth above.

#### Section 1. Definitions.

a. "Site License" means the above Single-User License Agreement and these supplemental terms and conditions.

b. "Site" means the location where the Software Products shall be installed and Used.

c. "Site Increments" means the number of stand-alone computers specified on the invoice sent by Aptech that are authorized by this Site License, in addition to the one included with the Initial Site License, to have the Software Products installed. If the Network Option is Purchased, the number of Site Increments means number of concurrent users that may Use/access the Software Products at any one time.

#### Section 2. License.

a. General. Subject to the other terms and conditions contained in the Single-User License, the Site License grants Licensee a nonexclusive, nontransferable license to install and use the applicable Software Products on stand-alone computers owned by the Licensee at the Site up to the number of computers or terminals equal to the number of Site Increments.

b. Change in Number of Site Increments. In the event that Licensee wishes to increase the number of Site Increments, Licensee shall contact Aptech. If Aptech agrees to the modification, the number of Site Increments shall be so increased and Aptech will accordingly modify the License Fee amount and invoice Licensee.

#### Section 3. Scope of Use.

a. General. The Site License is applicable to one physical location and does not include Campus extensions or other business locations.

b. Network Use Option. Applies if a Site Computer is

connected to a Network License Server. The Network Use Option must be Purchased by Licensee (as described below).

c. Home/Portable Device (Laptop) Use Option. If the Network Use Option is Purchased, installation of the Software Product on stand-alone computers, such as home or personal portable devices, including personal laptop computers, is prohibited under this Site License unless the Home/Laptop Use License Option is also Purchased (as described below).

**Section 4. Network and Home/Laptop Use License Options.** Additional License Options may be obtained from Aptech for installation of the Software Product onto a Network Server, Home or portable device upon the Payment of an additional fee and compliance with the applicable terms for Home/Laptop or Network Use set forth below:

a. Home/Laptop Use License Option. The number of stand-alone Home computers or portable devices that the Software Product is installed onto shall not exceed the total number of Site Increments Purchased by Licensee. Under no circumstances shall any one Site Increment be used on more than one Home or portable device at any time.

b. Network Use Option. The Software Product contains a license manager that governs the number of Network Increments and access to the Software Products. Under no circumstances shall the total number of concurrent users exceed the number of Site Increments Purchased by Licensee.

**Section 5. License Fees.** In consideration of this Site License, Licensee agrees to pay the yearly license fee ("License Fee") specified in the invoice accompanying the Software Products according to the terms and conditions there in stated.

**Section 6. Maintenance & Support.** From time to time, Aptech may publish, but has no obligation to publish, major or minor updates to the Software Product, and Aptech may provide, at Aptech's sole discretion, such updates to Licensee during the term of this Site License. During the term of this Site License, Aptech shall provide email support services via Aptech's website during Aptech's regular business hours to Licensee.

**Section 7. Term and Termination.** The term of this Site License is three years, commencing upon the date of Aptech's invoicing Licensee for the first year's License Fee, subject to Licensee's compliance with the terms and conditions of this Site License, including without limitation, payment of the invoice in accordance with its terms and conditions. This Site License is renewable upon the expiration of each three-year term for an additional three-year term upon the payment of the then current yearly License Fee by Licensee.

Aptech may terminate this Site License without notice if Licensee materially breaches the terms of this Supplemental Site License or the Single-User License, including, but not

limited to, the nonpayment of the yearly license fee. Upon termination or expiration of this Site License, Licensee must destroy all physical copies of the Software Products and erase all copies from any storage systems owned or under the control of Licensee.

#### PART 4

GAUSS ENGINE PRODUCTS ["GE PRODUCTS": GAUSS PERSONAL EDITION (GEPE)/GAUSS ENGINE PRO(GEP)/GAUSS RUN-TIME ENGINE (GRTE) LICENSES: The following terms and conditions for the GE Products License apply to the GAUSS Engine Personal Edition, GAUSS Engine Pro, GAUSS Run-Time Engine and any GAUSS Applications Software Products used with the GE Products as supplemental terms and conditions to the Single-User License set forth above. Note: The terms and conditions that apply to the GEP License also apply to the GAUSS Engine for Workgroups (GEW) and GAUSS Enterprise Engine (GEE) products.

#### Section 1. Definitions.

a. "GE Products License" means the above Single-User License Agreement and these supplemental terms and conditions.

b. "GAUSS Engine Products incorporate the GAUSS Engine, which is a dynamic library that can be linked with software programs written in other programming languages that can compile and execute programs written in the GAUSS programming language (GAUSS programs). The GAUSS Engine Personal Edition does not include any redistribution rights, while the GAUSS Engine Pro product includes additional rights (GRTE) described in this Agreement.

c. "Licensee's Program" means one or more software programs which are owned, developed, or acquired by Licensee and which requires the GEPE or GEP to execute.

d. "GAUSS Engine Pro (GEP)" means the GAUSS Engine product with redistribution rights (GRTE) and certain usage restrictions. The GEP is a product of Aptech Systems, Inc. Aptech owns all rights, title and interest in and to and markets software programs called GEP. The GEP is a dynamic library that can be linked with software programs written in other programming languages that can compile and execute programs written in the GAUSS programming language (GAUSS programs). The GEP includes the functionality sometimes referred to as the "GAUSS Run-Time Engine(TM)" (GRTE) for the redistribution of Licensee's Programs.

e. "Licensee's End-User" means the Person who is using or executing Licensee's Program.

#### Section 2. License.

- a. GAUSS Engine Personal Edition or GAUSS Engine Pro.
- 1) General. Licensee desires to allow Licensee's

End-Users to access Licensee's Program. Subject also to the other terms and conditions contained in the Single-UserLicense (which are incorporated as if fully restated herein), the Supplemental GE Products License grants Licensee a nonexclusive, nontransferable license to install and use the GE Products provided that the following conditions are also met:

A. Licensee may redistribute Licensee's program so long as Licensee is in compliance with the terms and conditions of this License Agreement and Licensee has purchased a registered Copy of the GEPE or GEP Software Product.

Each Licensee's End-User must own or have lawful and authorized access to a registered Copy of the GEPE or GEP Software Product to run Licensee's Program; or Licensee's Program must be compiled, in whole or in part, with a matched (coded to work) license of the GAUSS Run-Time Engine (GRTE);

B. Licensee's Program must be in object code only in conjunction with and as a part of a Software Product developed by Licensee that adds significant additional features and functionality to the GEPE or GEP;

C. Licensee's Program must not substantially duplicate the capabilities of Aptech's GAUSS Software, Java API or GAUSS Application products or, in the reasonable opinion of Aptech, compete with the GAUSS Software, Java API or GAUSS Application products;

D. Licensee must not use Aptech's name, logo, or trademarks to market Licensee's Program without the express written approval from Aptech;

E. Licensee shall have notified its End-Users that Aptech Systems, Inc. shall have no liability, responsibility, or any other obligation to End-User arising from, in connection with, or regarding any use of Licensee's Program, and Licensee shall require each of its End-Users to agree to the following:

THE USER OF LICENSEE'S PROGRAMS ENTITLED  
[insert name of program or programs]:

\_\_\_\_\_ HEREBY  
WAIVES, DISCHARGES AND RELEASES APTECH SYSTEMS, INC., AND ITS OWNERS, OFFICERS, OR EMPLOYEES, FROM ANY AND ALL CLAIMS OF ANY KIND, EXPRESS OR IMPLIED, ASSERTED OR NOT ASSERTED, KNOWN OR UNKNOWN, ARISING BY LAW OR OTHERWISE WITH RESPECT TO LICENSEE'S USE OF LICENSEE'S PROGRAMS, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON: (1) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE; (2) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND (3) ANY OTHER OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY, WHETHER IN TORT, CONTRACT, OR OTHERWISE. IN NO CASE SHALL APTECH SYSTEM, INC. BE LIABLE TO THE USER OF LICENSEE'S

PROGRAMS FOR ANY DAMAGES OR EXPENSES (INCLUDING ATTORNEY FEES), INCLUDING WITHOUT LIMITATION, RESULTING, DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFIT, OR DATA), PUNITIVE, EXEMPLARY, STATUTORY OR ANY OTHER DAMAGES.

Licensee shall include in its End-User license the above notice and the terms and conditions set forth below in Part 6 - Other Notices as follows:

- PTHREADS-WIN32
- SuperLU
- TAUCS
- ARPACK
- dsfmt
- JNA Library
- Readstat
- RE2
- CRE2
- Cityhash
- HSLuv-C
- OpenSSL
- NetBSD strptime
- mpaland/printf
- FastWildCompare
- libcurl

F. Licensee must include the following copyright and trademark notices in the startup screen and End-User manual/documentation of the Licensee's Program: "GAUSS, GAUSS Engine Personal Edition, GAUSS Engine Pro, Java API and GAUSS Run-Time Engine are trademarks of Aptech Systems, Inc. Copyright 1983-2022. All Rights Reserved Worldwide";

G. Licensee shall defend, indemnify, and hold Aptech Systems, Inc. and its suppliers harmless from and against any claims, proceedings, and lawsuits, as well as any damages, expenses, costs (including attorney's fees), that arise or result from the use or distribution of Licensee's Program; and

## 2) Use.

A. The GEPE or GEP may be licensed for Single User OR Floating Network License Use.

B. The Java API is included as part of the GE Products and is licensed the same as the associated GEPE or GEP license.

b. POSIX Threads for Win 32: The GE Products are intended to run with POSIX Threads for Win 32 ("Pthreads Win32"; the "Library"). That Library is available at <http://sources.redhat.com/pthreads-win32>. Please note that you will be required to comply with the terms and conditions of the GNU license that applies to the Library if you choose to take any action subject to the applicable GNU license.

The applicable GNU license should be posted or linked to the above-described Web page. Nothing herein is intended to change any of the terms and conditions of this Aptech License or to make any of Aptech's programs subject to any of the GNU licenses. You are still required to comply with the terms and conditions of this Aptech License and may not take any action that impairs, limits, or otherwise damages Aptech's ownership of its intellectual property incorporated in Aptech's programs.

## c. GAUSS Run-Time Engine (GRTE).

1) General. The GRTE allows Licensee's Programs, that include GAUSS Programs that have been compiled by the GEP, to be distributed to and executed by an End-User without the End-User owning or having access to a registered or authorized Copy of a GE Software Product.

2) Licensed use of the GAUSS Run-Time Engine (GRTE) included with a GEP License purchased at the Academic price is restricted to use by an accredited Academic institution for NON-COMMERCIAL purposes only.

In the event, a non-Academic institution (e.g., corporation, governmental entity, etc.) contracts with or otherwise engages an Academic institution to do work on its behalf and the resulting work requires the GRTE, then the applicable corporate or government License price would apply to the purchase of the GEP License as it is the corporation or governmental entity that is actually selling and/or distributing the product, not the "Academic" institution.

3) Redistribution of Licensee's Program. The GRTE is included in and matched (coded to work) with a registered Copy of the GEP Software Product. Licensee of a Software Product that includes the GRTE intends to allow Licensee's End-Users to access Licensee's Program which require the GEP to execute. By providing the GRTE to Licensee's End-Users, the Licensee's End-Users are not required to Purchase their own License of Aptech's GEP Software Product to execute Licensee's Programs. Subject to the other terms and conditions contained in the Single-User License, and any other applicable Supplemental Licenses, this License grants Licensee a nonexclusive, nontransferable license to install, use and distribute the GRTE provided that the following conditions are also met:

A. Licensee may make the GRTE available to its customers and End-Users.

B. Licensee may only compile Licensee's Program with the matched (coded to work) GEP Software Product that includes the GRTE;

C. Under no circumstances may Licensee of the GEPE utilize another Licensee's GEP to compile Licensee's programs for redistribution;

D. Licensee indemnifies, holds harmless, and defends Aptech and its suppliers from and against any claims

or lawsuits, including attorney's fees, that arise or result from the use or distribution of Licensee's Program; and

### Section 3. Proprietary Rights.

a. Licensee shall use its best efforts and take all steps reasonably necessary to prevent unauthorized installation, copying, display, execution, distribution or other use in whole or in part of the GEPE or GEP Software Products.

b. No title or ownership of the Software Product or related materials and documentation is transferred to Licensee hereunder. Licensee shall not alter or modify Software Product without the prior express written consent of Aptech.

c. Licensee is granted no rights of any kind with respect to the source code of Software Product.

d. All copies of Licensee's Programs permitted to be distributed by Licensee shall properly include in full and within the executable object files Aptech's copyright, trademark and proprietary notices and serial numbers included with or accompanying the Software Product.

e. Licensee shall not make any changes to the executable code of Software Product, except as provided in Section 2.e. of the Single-User License Agreement, without the prior written consent of Aptech.

f. Licensee recognizes and acknowledges the exclusive right of Aptech in and to all trademarks, service marks, trade names, copyrights, and other intellectual property and proprietary rights in and to Software Product. Licensee shall not use Aptech's trademarks, service marks, or trade names in conjunction with the marketing of a Licensee's Program or for any other purpose without the prior written consent of Aptech.

Section 4. Infringement; Indemnity. Licensee shall defend, indemnify and hold harmless Aptech from and against any and all claims, losses, harm, liability, damages and costs (including but not limited to, reasonable attorney's fees) relating to any claim, action, suit, or proceeding based upon infringement by Licensee of any copyright, trade secret, patent or other right of a third party. Licensee hereby indemnifies and holds harmless Aptech from and against any and all claims, actions, liabilities, costs and demands including reasonable attorney's fees arising with respect to any Licensee's Program.

### PART 5

GAUSS RUN-TIME MODULE (GRTM) LICENSE. This License Agreement applies.

### PART 6 - OTHER NOTICES

1. PTHREADS-WIN32: IF YOU ARE USING ANY APTECH PRODUCT

THAT USES THE "Pthreads-win32 - POSIX Threads Library for Win32," Copyright (C)1998 John E. Bossum; Copyright (C) 1999, 2002 Pthreads-win 32 contributors -- listed in January 2002 at the following World Wide Web locations:

<http://sources.redhat.com/pthreadswin32/contributors.html>), please refer to \pthreads\README.pthreads.txt located in the GAUSS installation subdirectory for additional terms and conditions for use of the "Pthreads-win32 - POSIX Threads Library for Win32."

2. GAUSSplot & TECPLOT EDGE: GAUSSplot incorporates TECPLOT EDGE, a product of Tecplot, Inc. TECPLOT EDGE is licensed to be used in conjunction with GAUSS applications and not for any other use. Use of TECPLOT EDGE for plotting data not generated from GAUSS applications is prohibited. TECPLOT is a registered trademark of Tecplot, Inc. of Bellevue, Washington, U.S.A. Copyright 2004 by Tecplot, Inc. All Rights Reserved Worldwide.

ENCSA Hierarchical Data Format (HDF) Software Library and Utilities Copyright (C) 1988-1998 The Board of Trustees of the University of Illinois. All rights reserved. Contributors include National Center for Supercomputing Applications (NCSA) at the University of Illinois, Fortner Software (Windows and Mac), Unidata Program Center (netCDF), The Independent JPEG Group (JPEG), Jean-loup Gailly and Mark Adler (gzip). Bmptopnm, Netpbm Copyright (C) 1992 David W. Sanderson. Dlcompat Copyright (C) 2002 Jorge Acereda, additions and modifications by Peter O'Gorman. Ppmtopic Copyright (C) 1990 Ken Yap.

3. Qt. Qt is a product of Nokia Corporation. Copyright 2010. All Rights Reserved. Qt, Nokia, the Qt logo and the Nokia logo are registered trademarks of Nokia Corporation. The Software Product may include portions developed using Qt.

4. IJG Software: IJG is copyright (C) 1991-1998, Thomas G. Lane. The Software Product may include a graphics viewer component which is based in part on the IJG Software, a work of the Independent JPEG Group.

5. SuperLU: See [http://crd.lbl.gov/~xiaoye/SuperLU/superlu\\_ug.pdf](http://crd.lbl.gov/~xiaoye/SuperLU/superlu_ug.pdf). Author contact information is at such link. The following are required notices:

#### "1.6 Software Status and Availability:

"All three libraries are freely available for all uses, commercial or noncommercial, subject to the following caveats. No warranty is expressed or implied by the authors, although we will gladly answer questions and try to fix all reported bugs. We ask that proper credit be given to the authors and that a notice be included if any modifications are made.

"The following Copyright applies to the whole SuperLU software.

"Copyright (c) 2003, The Regents of the University of California, through Lawrence Berkeley National Laboratory (subject to receipt of any required approvals from U.S. Dept. of Energy).

"All rights reserved.

"Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

"(1) Redistributions of source code must retain the above copyright notice, this list of conditions, and the following disclaimer.

"(2) Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

"(3) Neither the name of Lawrence Berkeley National Laboratory, U.S. Dept. of Energy, nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

"THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

"Some routines carry the additional notices as follows:

"1. Some subroutines carry the following notice:

"Copyright (c) 1994 by Xerox Corporation. All rights reserved. THIS MATERIAL IS PROVIDED AS IS, WITH ABSOLUTELY NO WARRANTY EXPRESSED OR IMPLIED. ANY USE IS AT YOUR OWN RISK.

"Permission is hereby granted to use or copy this program for any purpose, provided the above notices are retained on all copies. Permission to modify the code and to distribute modified code is granted, provided the above notices are retained, and a notice that the code was modified is included with the above copyright notice.

"2. The MC64 routine (only used in SuperLU DIST) carries the following notice: COPYRIGHT (c) 1999 Council for the Central Laboratory of the Research Councils. All rights reserved.

PACKAGE MC64A/AD AUTHORS Iain Duff (i.duff@rl.ac.uk) and Jacko Koster (jak@ii.uib.no) LAST UPDATE 20/09/99

\*\*\*\* Conditions on external use \*\*\*\*

"The user shall acknowledge the contribution of this package in any publication of material dependent upon the use of the package. The user shall use reasonable endeavors to notify the authors of the package of this publication. The user can modify this code but, at no time shall the right or title to all or any part of this package pass to the user. The user shall make available free of charge to the authors for any purpose all information relating to any alteration or addition made to this package for the purposes of extending the capabilities or enhancing the performance of this package.

"The user shall not pass this code directly to a third party without the express prior consent of the authors. Users wanting to license their own copy of these routines should send email to hsl@aeat.co.uk

"None of the comments from the Copyright notice up to and including this one shall be removed or altered in any way.

"All three libraries can be obtained from the following URLs:  
<http://crd.lbl.gov/~xiaoye/SuperLU/>  
<http://www.netlib.org/scalapack/prototype/>

"In the future, we will add more functionality in the software, such as sequential and parallel incomplete LU factorizations, as well as parallel symbolic and ordering algorithms for SuperLU DIST; these latter routines would replace MC64 and have no restrictions on external use. All bugs reports and queries can be e-mailed to xsl@lbl.gov and demmel@cs.berkeley.edu."

6. TAUCS: TAUCS Version 2.2. For more information, go to <http://www.tau.ac.il/~stoledo/taucs/>. The license states as follows:

"Copyright and License:

"TAUCS Version 2.0, November 29, 2001. Copyright (c) 2001, 2002, 2003 by Sivan Toledo, Tel-Aviv University, [stoledo@tau.ac.il](mailto:stoledo@tau.ac.il). All Rights Reserved.

"TAUCS License:

"Your use or distribution of TAUCS or any derivative code implies that you agree to this License.

"THIS MATERIAL IS PROVIDED AS IS, WITH ABSOLUTELY NO WARRANTY EXPRESSED OR IMPLIED. ANY USE IS AT YOUR OWN RISK.

"Permission is hereby granted to use or copy this program, provided that the Copyright, this License, and the Availability of the original version is retained on all copies. User documentation of any code that uses this code or any derivative code must cite the Copyright, this License, the Availability note, and "Used by Permission." If this code or any derivative code is accessible from within MATLAB, then typing "help taucs" must cite the Copyright, and "type taucs" must also cite this License and the Availability note. Permission to modify the code and to distribute modified code is granted, provided the Copyright, this License, and the Availability note are retained, and a notice that the code was modified is included. This software is provided to you free of charge."

7. Econotron Software, Inc. beta, polygamma, zeta, gammacplx, Ingammacplx, erfcplx, erfccplx, psi, gradcplx, hesscplx Functions: (C) Copyright 2010 by Econotron

Software, Inc. All Rights Reserved Worldwide.

8. ARPACK Copyright (c) 1996-2008 Rice University. Developed by D.C. Sorensen, R.B. Lehoucq, C. Yang, and K. Maschhoff. All rights reserved.

<http://www.caam.rice.edu/software/ARPACK/RiceBSD.txt>

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions, and the following disclaimer.

- Redistributions in binary form must reproduce the above copyright notice, this list of conditions, and the following disclaimer listed in this license in the documentation and/or other materials provided with the distribution.

- Neither the name of the copyright holders nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9. dsfmt Copyright (c) 2006,2007 Mutsuo Saito, Makoto Matsumoto and Hiroshima University. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

- Neither the name of the Hiroshima University nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL,

EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. JNA Library: The Java API for the GAUSS Engine uses the JNA Library. The JNA Library is covered under the LGPL license version 3.0 or later at the discretion of the user. A full copy of this license and the JNA source code have been included with the distribution.

11. Readstat

[<https://github.com/WizardMac/ReadStat/blob/master/LICENSE>] Copyright (c) 2013-2016 Evan Miller (except where otherwise noted) Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sub-license, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

12. RE2 [<https://github.com/google/re2>] Copyright (c) 2009

The RE2 Authors. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the conditions following are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

- Neither the name of Google Inc. nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE// OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

13. CRE2 [<https://github.com/marcomaggi/cre2>] Copyright (c) 2012, 2013, 2015-2017 Marco Maggi [marco.maggi@ipsu@poste.it](mailto:marco.maggi@ipsu@poste.it) Copyright (c) 2011 Keegan McAllister All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the name of the author nor the names of his contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHORS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Cityhash [<https://github.com/google/cityhash>] Copyright (c) 2011 Google, Inc. Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sub-license, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY

OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

15. HSLuv-C [<https://github.com/hsluv/hsluv-c>] Copyright © 2015 Alexei Boronine (original idea, JavaScript implementation) Copyright © 2015 Roger Tallada (Obj-C implementation) Copyright © 2017 Martin Mitas (C implementation, based on Obj-C implementation) Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sub-license, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

16. OpenSSL License Copyright (c) 1998-2016 The OpenSSL Project. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3. All advertising materials mentioning features or use of this software must display the following acknowledgment:

"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)"

4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact [openssl-core@openssl.org](mailto:openssl-core@openssl.org).

5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names

without prior written permission of the OpenSSL Project.

6. Redistributions of any form whatsoever must retain the following acknowledgment:

"This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>)"

THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This product includes cryptographic software written by Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com)). This product includes software written by Tim Hudson ([tjh@cryptsoft.com](mailto:tjh@cryptsoft.com)).

Original SSLeay License Copyright (C) 1995-1998 Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com)) All rights reserved. This package is an SSL implementation written by Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com)).

The implementation was written so as to conform with Netscapes SSL.

This library is free for commercial and non-commercial use as long as the following conditions are adhered to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson ([tjh@cryptsoft.com](mailto:tjh@cryptsoft.com)).

Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed.

If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgement:

"This product includes cryptographic software written by Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com))" The word 'cryptographic' can be left out if the routines from the library being used are not cryptographic related :-). 4. If you include any Windows

specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement: "This product includes software written by Tim Hudson ([tjh@cryptsoft.com](mailto:tjh@cryptsoft.com))"

THIS SOFTWARE IS PROVIDED BY ERIC YOUNG "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The licence and distribution terms for any publically available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution licence [including the GNU Public Licence.]

17. NetBSD [\[https://raw.githubusercontent.com/tnodir/luasys/master/src/win32/strptime.c\]](https://raw.githubusercontent.com/tnodir/luasys/master/src/win32/strptime.c) Copyright (c) 1997, 1998, 2005, 2008 The NetBSD Foundation, Inc. All rights reserved. This code was contributed to The NetBSD Foundation by Klaus Klein. Heavily optimised by David Laight. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE NETBSD FOUNDATION, INC. AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE FOUNDATION OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

18. [mpaland/printf](https://github.com/mpaland/printf) [https://github.com/mpaland/printf] The MIT License (MIT) Copyright (c) 2014 Marco Paland Permission is hereby granted, free of charge, to any person



obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

19. FastWildCompare [IBM Corporation] Copyright 2018 IBM Corporation Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0> Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License. Compares two text strings. Accepts '?' as a single-character wildcard. For each '\*' wildcard, seeks out a matching sequence of any characters beyond it. Otherwise compares the strings a character at a time.

20. libcurl [<https://curl.se/libcurl/>] COPYRIGHT AND PERMISSION NOTICE Copyright (c) 1996 - 2022, Daniel Stenberg, daniel@haxx.se, and many contributors, see the THANKS file.

All rights reserved.

Permission to use, copy, modify, and distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Except as contained in this notice, the name of a copyright holder shall not be used in advertising or otherwise to promote the sale, use or other dealings in this Software

without prior written authorization of the copyright holder.

---

APTECH SYSTEMS, INC.  
PO Box 618  
Higley, AZ 85236 USA  
<https://www.aptech.com>  
Copyright 1983-2022 Aptech Systems, Inc.  
All rights reserved worldwide