ALGLIB LICENSE AGREEMENT (version 6)

License Agreement

Sole Proprietor Bochkanov Sergey Anatolyevich hereinafter referred to as the "Licensor" on the one hand and Licensee (*for a* **corporate** *license plan "Licensee" also includes affiliate companies, as defined in section 4*) on the other hand have concluded the present Agreement to the following effect:

1. Subject-Matter of the Agreement

1.1 The Licensor shall confer to the Licensee for a one time payment in the manner and on terms stated in the present Agreement the following rights:

- non-exclusive royalty-free license to the Program – a version of software package ALGLIB chosen by the Licensee from the list-offer published by the Licensor at the ALGLIB website or sent to Licensee by e-mail. Description of the Program and list of rights granted to the Licensee are stated in *Appendix A* to the Agreement.
- additional rights, as mentioned in sections below

This document is a generic template which applies to all possible combinations of:

- software products (ALGLIB for C++, ALGLIB for C#, etc)
- purchase types (initial purchase or support agreement prolongation)
- license types (single developer, company-wide, etc.; see section 4)
- responsibility and applicable law choices (see section 6)

Specific values of these parameters are listed in the invoice issued by Licensor.

2 Accepting the Agreement

2.1 Prior to accepting the agreement both sides:

- *choose method and time of payment* (plastic card or bank transfer, pre-payment or post-payment)
- *inform each other* about their intention to enter into the Agreement. The Licensor declares its intention by making price list and text of this Agreement available to the Licensee. The Licensee declares its intention by entering information into the order form (or by contacting the Licensor through other means)

2.2 Licensor *accepts* agreement by sending scanned version of invoice to the Licensee. Licensee *accepts* Agreement by making payment under this Agreement (signing the Agreement is not mandatory). Acceptance by one party (e.g. Licensor) does not oblige another party to accept Agreement.

2.3 Licensee may ask some third party (including, but not limited to, procurement company) to do payment and/or enter information into the order form. In this case Licensee accepts Agreement *by acting according to the Agreement* – downloading commercially licensed version of the Program, using it according to the Agreement terms, etc.

2.4 ALGLIB is delivered under standardized terms (ALGLIB License Agreement), which may be customized upon Licensee's request; however, any such customization must be explicitly authorized by Licensor by signing a copy of the modified license agreement template, and must be explicitly mentioned in the invoices issued under agreement.

Any non-standard terms offered by Licensee (or some third party, e.g. procurement company) as a part of Purchase Order (if present) do not take precedence over standard terms of ALGLIB License Agreement. Whilst Licensor may reference a PO number on a quote or invoice for tracking and record keeping, it does not mean that Licensor accepts PO terms and conditions.

Precedence of ALGLIB License Agreement over any other Terms and Conditions is clearly indicated in the

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present Agreement, quotations and invoices issued by Licensor. Any attempt to enforce non-standard terms offered by Licensee or some third party is considered as breach of ALGLIB License Agreement.

Making payment under invoice issued by Licensor means acceptance of its terms by Licensee (and/or third party performing payment). It is responsibility of the party performing such payment to contact ALGLIB Project in case of any disagreement with invoice/agreement terms.

3. Validity Period of the Agreement, Amending the Agreement

3.1 Licensee receives right to use Program under terms of present Agreement for an unlimited period.

3.2 Licensee may pay for a period of support and maintenance, which includes delivery of updates (new releases). The Licensor may offer a separate license agreement or additions to the present Agreement for updates received within support period. In this case new releases will be delivered under new licensing terms, but Licensee will retain right to use old releases under old licensing terms.

3.3 After support period is over, it can be repeatedly prolonged at the Licensee's initiative, at the Licensor's consent, in accordance with prices established by the Licensor for such service.

4. Pricing and licensing model

4.1 This paragraphs contains definitions of concepts which are used by clauses below.
- **developer** – is a computer programmer, i.e. person who **writes** source code in one of the computer programming languages. Testers and technical writers are not considered developers (unless they write source code in addition to their duties, in which case they are considered **both** developers and testers/writers).
- **using Program** – writing source code which calls Program functions.
- **company** – a person or legal entity (including sole proprietorship)
- **to control company** – to own directly/indirectly more than 50% of this company
- **affiliate company** – any company that controls Licensee or is controlled by License

4.2 Named-N license is tied to **N** particular person(s), and can be used only by that person(s).

4.3 Dev-N license can be used by no more than **N** developers in total, with all developers working for the same company. Actual persons who use Program may change, as long as no more than N developers work with Program simultaneously (within one month).

4.4 Company-wide license is tied to one particular company. It can be used by unlimited number of developers working for that company.

4.5 Corporate license is tied to a "primary Licensee" and its affiliates (who share rights and obligations under Agreement). It can be used by unlimited number of developers working for Licensee and its affiliates.

4.6 By applying for a specific license plan Licensee states and agrees that:
- a) it carefully evaluated its needs and found that his usage complies with license plan
- b) it will contact Licensor and ask it for an upgrade of license upon discovering that his usage does not comply with requirements of license plan. The difference between then-current "old" license plan and then-current "new" license plan will be paid.

4.5 Independently of the pricing/licensing model, all developers who use ALGLIB should register themselves at www.alglib.net (login link for Licensee's account is given in the invoice).

5. Termination of the Agreement

5.1 The Licensee may terminate the Agreement:
- a) within 90 days after Agreement effective date (unconditional money back guarantee), in which case Licensor shall return the payments received at its account under the Agreement

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b) in other cases, as specified in section 7 (Warranties).

5.2 The Licensor may terminate the Agreement in case:

a) payment under the Agreement has failed to enter Licensor's account and Licensee is culpable for this failure. The Licensor shall keep this right till the date of receipt of payment.

b) in case of breach by the Licensee of other terms of the Agreement

5.3 In case of termination of the Agreement the Licensee shall not have the right to use the Program and shall immediately destroy all copies of the Program made by it including backup copies.

5.4 In case Agreement is terminated for any reason except for stipulated in **5.1.a** and **5.2.a**, Licensee's Clients retain right to use products which contain the Program or parts thereof, as long as their usage complies with present Agreement.

5.5 In case Agreement is terminated for reason stipulated in **5.1.a** and **5.2.a**, Licensee's Clients do not have right to use Program or parts thereof. It is Licensee's responsibility to make sure that copies of the Program shipped to its Clients will be destroyed upon termination of the Agreement.

5.6 The right of both Parties to terminate the Agreement for good cause remains unaffected hereby.

6. Applicable Law

6.1 Applicable law may be set to that of the Russian Federation or of the Licensee's state (see invoice for details).

6.2 If present Agreement is regulated by the legislation of the Russian Federation, then all disputes arising while fulfilling the present Agreement or in relation with or arising out of it shall be subject to consideration by the International Commercial Arbitration Court under the Chamber of Industry and Commerce of the Russian Federation.

6.3 If present Agreement is regulated by the legislation of the Licensee's state, both sides agree that Licensor's total liability under this Agreement will be limited to twice the amount of money received from Licensee under this Agreement. In the event Licensee wishes to initiate legal action against Licensor, the defendant shall have the right to demand the dispute be resolved by paying the party wishing to file a law suit liquidated damages in an amount not to exceed the amount specified in item 6.3 and entering into a full and final settlement.

7. Warranties

Part I: intellectual property issues

7.1: this set of warranties (Part I) is provided by Licensor to those Licensees who have active support and maintenance agreement.

7.2.a The Licensor warrants that it has right to license Program and that the Program does not infringe third parties' intellectual property rights. If a third party claims that the Program infringes any patent, copyright, or trade secret, Licensor shall, at its option:

a) defend Licensee against such claim at Licensor's expense provided that Licensee promptly notify Licensor in writing of the claim, allow Licensor to control the defense of such claim, and cooperate with Licensor in the defense or any related settlement negotiation,

b) secure for Licensee the right to continue to use the Program,

c) modify or replace the Program so it is non-infringing.

7.2.b The Licensor also warrants that (a) it has disclosed to Licensee all third-party software (including but not limited to: open source software, or highly-optimized computational cores provided by hardware vendors, or other software) included in or provided with the Program along with the licenses for any such third-party software, and (b) Licensor is in compliance with all licenses for such third-party software.

7.3 If the Licensee's right to use the Program gets restricted because of third parties intellectual property rights, against which Licensor has warranted, Licensee has right to discontinue use of the Program and require Licensor to return license/support fees previously paid under this agreement.

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Part II: support and maintenance

7.4 The Licensor warrants that, as long as support and maintenance agreement is in force, it will:

    a) deliver new versions of the Program to Licensee.

    b) provide support through electronic communication with response time no more than one business day (taking into account time difference between Licensor's and Licensee's locations).

    c) investigate reports about purported errors and either 1) use reasonable efforts to fix errors in the Program, 2) provide Licensee with workarounds for such errors, 3) explain in details why seemingly unexpected behavior of Program is in fact expected (not a bug).

Failure to provide services mentioned in this clause gives to Licensee right to discontinue use of the Program and require Licensor to return license/support fees paid within last 365 days.

7.5 The Licensor warrants that price for prolongation of the support and maintenance agreement won't exceed 30% of the then current license price. In the event Licensee does not purchase Maintenance and Support services for some period and chooses to enter into a new Maintenance and Support contract at a later date, Licensor may, depending on its licensing and pricing policy at the moment, charge Maintenance and Support fees for the periods that were not covered.

7.6 Maintenance and support does not cover the following:

    a) any problem caused by modifications to any version of the Program not made or authorized by Licensor,

    b) any problem caused by use of the undocumented features (feature is considered undocumented if it is not described by Reference Manual)

    c) errors in any version of the Program other than the most recent release.

Part III: faultless and uninterrupted functioning

7.7 Both sides agree that it is impossible to deliver complex software product which is *guaranteed* to be 100% error-free. Furthermore, numerical algorithms usually have some limitations (with regards to problem non-degeneracy, dimensionality, etc.) and it is impossible to warrant that numerical algorithm will work no matter what. Taking this into account, the Licensor shall not provide any guarantee as regards faultless and uninterrupted functioning of the Program except for the warranties granted by the Part II above (*support and maintenance*).

Part IV: other issues

7.8 Warranties (express or implied) not stipulated directly in the present Agreement are excluded to the maximum extent permitted by law. The Licensor shall not be liable for any direct or indirect consequences of any use or improper use of the Program and/or damage caused to the Licensee and/or third parties as a result of any use or disuse of the Program including the possible faults or failures of the Program functioning to the maximum extent allowed by the applicable legislation.

7.9 Privacy and confidentiality. Licensor warrants that Program does not access data which were not explicitly and knowingly passed to it (i.e. it has no spyware inside, no matter how it is called). Future versions of Program may include "distributed" and/or "cloud" processing capabilities, but Licensor warrants that Program in its default configuration will perform only local data processing and won't activate remote communication facilities unless being explicitly and knowingly configured to do so.

8. Miscellaneous

8.1 In case a competent court considers any provisions of the present Agreement invalid all other provisions of the Agreement shall remain in force.

8.2 Licensee may transfer the Program and its rights under present Agreement to some third party on a permanent basis, provided that Licensee retain no rights under the Agreement and that the recipient agrees to the terms of the the Agreement. This clause does not cover **Named-N** licenses which are tied to particular persons and can not be transferred. Any other ways of sharing rights under present Agreement with third parties (rent, lease, etc.) are prohibited, unless they are explicitly allowed by the Agreement.

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8.3 Program may include optional third-party components (including, but not limited to, highly-optimized computational cores provided by hardware vendors), distributed in binary and/or source code forms.

These components are distributed separately from the main ALGLIB distribution and may have their own licensing terms. Specific list of components and additional licensing terms (if there are any) is included in the *3rdparty.txt* file in the root of archive containing Program. If you decide not to link Program with these optional components, their licensing terms do not apply to you.

LICENSOR: **LICENSEE**:

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ALGLIB LICENSE AGREEMENT (version 6) APPENDIX A

DEFINITIONS:

ALGLIB – software delivered by Licensor to Licensee under present Agreement. ALGLIB may include Binary Components (delivered **only** in binary form) and Source Code Components (with **optional** precompiled binary form).

ALGLIB may include optional third-party components, which may have their own licensing terms. Specific list of components and additional licensing terms (if there are any) is included in the *3rdparty.txt* file in the root of archive containing ALGLIB. If you decide not to link ALGLIB with these components, their licensing terms do not apply to you.

Application - program developed by Licensee (either standalone application or software development library) which includes ALGLIB as one of its parts .

Sublicensee - any party (including resellers) which receives Application from Licensee or another Sublicensee.

Application License Agreement - agreement which governs usage/redistribution of the Application.

LICENSE GRANT: Subject to the License Restrictions below, Licensor grants to Licensee the following non-exclusive royalty-free licenses:

A. To modify Source Code Components of ALGLIB and to use modified version on the terms of this Agreement.

B. To develop Applications which use ALGLIB and to distribute such Applications in Binary and/or Source Code forms, with ALGLIB either statically or dynamically linked. This right is granted provided that:

- distribution of Source Code forms of Application/ALGLIB is performed subject to additional conditions set by clause **H** (this clause is not applied to binary-only distribution)
- such Applications add significant primary functionality different from that of the ALGLIB.
- such Applications do not expose ALGLIB API (application programming interface) either directly or indirectly
- Sublicensee has no right to use ALGLIB except as part of the Application
- any subsequent redistribution respects conditions of the present Agreement
- all developers working for Licensee should register at company's account at www.alglib.net (see section 9 for login link)

C. To use Resellers for distribution of the Application (in Binary or Source Code forms), provided that the only activity Reseller performs with Application is redistribution.

LICENSE RESTRICTIONS:

D. Licensee/Sublicensee may NOT use, copy or distribute ALGLIB except as provided in this Agreement.

D2. Licensee/Sublicensee may NOT rent or lease ALGLIB to any third party.

E. Licensee/Sublicensee may NOT disassemble, reverse engineer, decompile, modify Binary Components of ALGLIB or compiled forms of Source Code components.

F. Licensee/Sublicensee may NOT remove any copyright notice from the Source Code / Binary Components.

G. Licensee/Sublicensee may NOT disable/remove code which checks for presence of license keys (if such code is included in ALGLIB) from the Source Code / Binary Components.

H. Distribution of Source Code forms of Application/ALGLIB must be performed subject to additional conditions:

- Source Code Components of ALGLIB are distributed only as part of the Application. They are not publicly distributed. Sublicensee must explicitly accept Application License Agreement in order to access ALGLIB source code.
- Sublicensee has no right to redistribute Application/ALGLIB (in any form, Binary or Source Code), unless Sublicensee is Reseller who is fully compliant with conditions set by clause **C**.
- Sublicensee has no right to modify ALGLIB Source Code, except for the purpose of fixing bugs
- Sublicensee has no right to workaround "*use ALGLIB only as part of the Application*" limitation by sequentially modifying Application in a way which effectively creates new program with different purpose. Application License Agreement shall (a) explicitly forbid such modifications, or (b) allow only limited set of "safe" modifications (developing plugins, fixing bugs, modifying only specific parts of the Application).

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