



**GRAMMATECH CODESURFER® ACADEMIC PROGRAM
SOFTWARE LICENSE AGREEMENT**

Version 2012.2.0

YOU AGREE TO BE BOUND BY THE TERMS OF THIS SOFTWARE LICENSE, WITHOUT EXCEPTION, BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. THIS LICENSE AGREEMENT SUPERCEDES THE SOFTWARE LICENSE AGREEMENT INCLUDED WITH THE SOFTWARE. **IF YOU DO NOT ACCEPT ALL OF THE TERMS OF THIS SOFTWARE LICENSE, YOU ARE NOT PERMITTED INSTALL, COPY, OR USE THE SOFTWARE IN ANY MANNER.**

This Software License is between you, the end-user ("You") and GrammaTech, Inc. ("GrammaTech"). "You" means the person or legal entity that has accepted this Software License. Together with the Academic Program Application You submitted to GrammaTech, it forms a legal contract between You and GrammaTech. It limits what You may do with the GrammaTech software known as CodeSurfer® and its documentation, printed or electronic, (together, the "Software").

It does not extend to or include any parent, subsidiary or affiliated organization or entity. If you are using the Software as an employee or student, the educational institution that employs you or in which you are enrolled is the licensee, and may have already accepted a version of this Software License. In all other circumstances, you are binding educational institution, and yourself personally, to this Software License. If in such a case, you are not authorized to bind the educational institution, you are not permitted to use the Software.

1. License

1.1 GrammaTech grants to you a non-exclusive, non-transferable, non-sublicensable, license to use, in binary, executable form only, the Software in the quantity and on the platform(s) indicated on the Packing List on the Academic Program Application, for non-profit Academic Use by the professor identified on the Academic Program Application and his/her Academic Group, and for no other purpose. The Software is to be used only at the location identified on the Academic Program Application.

1.2 "Academic Use" means the use of the software (i) in the delivery of non-profit, educational classes involving the development, analysis, building and/or testing of software code; and (ii) for the purpose of developing, analyzing, building and testing programming code being developed as part of non-profit academic research. "Academic Use" expressly excludes any use by You for any purpose related to any for-profit activity and/or for-profit entity.

1.3 "Academic Group" means the faculty, staff, and students employed by or registered with you, during the term of the license, at the educational institution and supervised and/or advised by the professor identified on the Academic Program Application.

2. Limitations on Software Use. You may not:

2.1 rent, lease, sell, lend, license, transfer, assign, or otherwise permit any person or entity other than You to use and/or access the Software, Software documentation, and/or Software output in any manner;

2.2 disclose Software output, including, but not limited to the results of any benchmark test of the Software, or Software documentation to any third party without GrammaTech's prior written approval;

2.3 use the Software for any for-profit purpose and/or for-profit entity, including but not limited to use a part of a service business in which you review code for and/or on behalf of third parties;

2.4 make any copy of the Software or Software output, in whole or in part, except as expressly authorized herein (any copy must contain all copyright and any other restrictive legends included with the Software as it was furnished to You by GrammaTech);

2.5 delete or alter in any manner any copyright, trademark or other proprietary rights notices accompanying the Software as delivered by GrammaTech; or

2.6 reverse engineer, decompile, disassemble, decipher, modify, create derivative works from the Software, or attempt

to do any of the following:

2.6.1 retarget the Software for other source languages or instruction set architectures; or

2.6.2 use the Software to implement a compiler (direct translation to machine code).

3. Publication. In order to protect GrammaTech's proprietary and other interests and as a condition of using the Software, You are required to submit to GrammaTech for review, comment, and approval to disclose a final version of any material intended for public

release that might be based in any way on the Software, use thereof, or the Software's output and/or, directly or indirectly, references the Software or GammaTech. Such review, any comment, if any, made by GammaTech, and/or approval to disclose, which shall not be unreasonably withheld, is not intended or to be construed as a consent and/or waiver by GammaTech of any confidentiality term and/or any other term of this Agreement. This requirement covers all materials, fiction or non-fiction, including but not limited to technical papers, books, articles, manuscripts, lectures, speeches, films, and videotapes. Any publication must include an acknowledgment that GammaTech Software was utilized in the referenced research and a disclaimer that the opinions and/or conclusions expressed therein are those of the author(s) and do not necessarily reflect the views of GammaTech. If You contribute to or maintain an internet website related to the Academic Use or publication, You shall include an acknowledgment that GammaTech Software was utilized and a link to GammaTech's website, www.grammatech.com (or the then public GammaTech site).

4. Confidentiality

4.1 In the course of Your use of the Software, GammaTech may disclose Confidential Information to You.

4.2 Confidential Information means any and all technical and non-technical information or know-how of a proprietary, confidential, or trade secret nature owned by GammaTech, in whatever form, including but not limited to, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, manuals and documentation related to the software programs, methods and concepts embodied in such software, and formulae related to current and future proposed products and services of each of the parties, including, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, pricing, including that contained in any quotation or invoice, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, marketing plans, regardless of whether it has been marked or designated as confidential and, in addition, any other information not covered by one of the aforementioned categories that is designated as proprietary, confidential, or trade secret, that is disclosed to You in any form, including, but not limited to in writing, electronically, visually, or orally

4.3 Confidential Information does not include any information that (i) is, at the time of disclosure, available to the public, or subsequently becomes available to the general public without restriction by GammaTech; (ii) which You can demonstrate was known to You at the time of disclosure without restrictions on its use; (iii) which You can demonstrate is independently developed by You without reference to the Confidential Information; (iv) is disclosed without restriction to You from a source other than the GammaTech who is not under any obligation of confidentiality with respect to such information; or (v) which GammaTech notifies You in writing that it may disclose.

4.4 You shall not disclose GammaTech's Confidential Information to a third party except in response to a court order or other legal process after having given reasonable notice of the order or process to GammaTech such that GammaTech has the opportunity to seek protective treatment of the Confidential Information. Disclosure of Confidential Information under such circumstances does not waive Your confidentiality obligations with respect thereto or otherwise deem such information as no longer Confidential Information.

4.5 You agree that GammaTech and its affiliates may collect and use suggestions, comments, observations, and feedback provided in oral and/or written form by You related to the product support services and/or the Software. GammaTech will not disclose this information in a form that personally identifies You.

4.6 Unless expressly prohibited by a separate agreement, You, the educational institution, agree that GammaTech may use your name and logo (in a form you approve or otherwise have made publicly available) to identify You as a customer on GammaTech's website or in marketing or publicity materials or as may be required by any government regulation, law, or order.

5. Term and Termination

5.1 Unless specified in a separate duly authorized license agreement, the Term of this Software License begins when you have downloaded the Software and accepted the terms of this license. The Term of this Software License ends when it is terminated as provided in this Software License or upon the expiration of the Software license key provided to You by GammaTech, but no more than twelve (12) months from the beginning of the Term.

5.2 Without prejudice to any other rights, GammaTech may terminate this license at any time if it has reason to believe You have failed to comply with any provision of the Software License or fail to pay any applicable fees.

5.3 You may terminate this Software License at any time by destroying and/or erasing all copies, extracts, and modifications of the Software, Software output, and Software documentation in your possession (except as otherwise authorized herein), and by notifying GammaTech, in writing, thereof and that you will not make any further use of the Software.

5.4 Upon termination of this Software License for any reason (i) You are no longer authorized to use the Software, or any derivative of the Software, in any manner whatsoever, and (ii) You agree to cease using the Software and to destroy or erase all copies, extracts and modifications of the Software in Your possession

5.5 Upon termination of this Software License for any reason: (i) You are no longer authorized to use the output of the Software in any manner whatsoever, and (ii) You agree to cease using that output and to destroy or erase all copies, extracts and modifications of it in Your possession

5.6 Notwithstanding the termination of this Software License, sections 2, 3, 4, 5.4, 5.5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19- shall survive termination of this Agreement.

6. Ownership/Proprietary Rights. You acknowledge and agree that:

6.1 GrammaTech and, as applicable, its suppliers or licensors reserve all rights in the Software not expressly granted to You in this Software License. The Software is licensed, not sold, and remains the exclusive property of GrammaTech and, as applicable, its suppliers or licensors, who retain the title, copyright, and other intellectual property rights in the Software. This Software License gives You no rights to the content of the Software;

6.2 The Software is protected by copyright and other intellectual property laws and treaties, including but not limited to those of the United States of America. You will abide by the copyright law and all other applicable laws of the United States including, but not limited to, export control laws;

6.3 The Software in source code form remains a confidential trade secret of GrammaTech and, as applicable, its suppliers, and/or its licensors and, therefore, You will not modify the Software or attempt to decipher, decompile, disassemble or reverse engineer the Software, except to the extent applicable laws may specifically prohibit such restriction;

6.4 CodeSurfer® is a registered trademark of GrammaTech;

6.5 GrammaTech has no obligation to maintain the Software, and if it chooses to maintain the Software it has no obligation to provide to You any corrections or improvements; and

6.6 The Software may contain third-party software provided under separate license terms. The applicable license terms are identified in the Software Documentation. Your use of such third-party software in conjunction with the Software in a manner consistent with the terms of this License Agreement is permitted, however, you may have broader rights under the applicable license(s) with respect to the use of such third-party software and nothing in this License Agreement is intended to impose further restrictions on your use of such software as provided for in the separate license.

7. Warranties and Disclaimers

7.1 GrammaTech makes no representations about the suitability of the Software or about any content, information, or output made accessible by the Software, for any purpose. GrammaTech does not warrant that operation of the Software will be uninterrupted or error free, or that functions contained in the Software shall operate in the combination that You may select or meet Your requirements.

7.2 THE SOFTWARE IS PROVIDED 'AS IS' AND 'WITH ALL FAULTS.' GRAMMATECH, ITS SUPPLIERS, AND ITS LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES RELATING TO THE RELIABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF RESULTS, WORKMANLIKE EFFORT, LACK OF VIRUSES OR OTHER MALWARE, LACK OF NEGLIGENCE, CONDITION OF TITLE, QUIET TITLE OR POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR REPRESENTATION GIVEN BY GRAMMATECH'S EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES.

7.3 IN NO CASE SHALL GRAMMATECH, ITS SUPPLIERS, OR ITS LICENSORS BE LIABLE TO YOU, THE EDUCATIONAL INSTITUTION, OR TO ANY THIRD-PARTY FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PUNITIVE, SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR LOST DATA ARISING OUT OF OR RELATED TO ANY ALLEGED BREACH OF THIS AGREEMENT AND/OR THE USE OR INABILITY TO USE THE SOFTWARE OR ANY DATA SUPPLIED THEREWITH EVEN IF GRAMMATECH OR ANYONE ELSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, INCLUDING BUT NOT LIMITED TO IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE),

MISREPRESENTATION, OR STRICT LIABILITY, OR FOR ANY CLAIM BY ANY OTHER PARTY, INCLUDING THIRD-PARTIES.

7.4 This Agreement does not change your rights under applicable mandatory local law. If limitations and/or exclusions of warranties and/or liability are prohibited by applicable mandatory law, such warranties and/or liabilities are capped at the minimum permitted by law.

7.5 The person accepting this License Agreement represents and warrants that they have the necessary authority to bind You, the educational institution identified in the Academic Application Form, to the terms and conditions set forth herein.

8. United States Government License Rights. The Software is "Commercial Computer Software" as defined in DFARS 252.227-7014, and to the extent not inconsistent with the terms of this Software License, subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and/or DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of this Software License. The manufacturer is GrammaTech, Inc., 531 Esty Street, Ithaca, NY 14850.

9. Export. You may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations, including but not limited to those dealing with nuclear, chemical, or biological weapons proliferation. These laws include, among other things, restrictions on import/export destinations, end-users, and end-use. In particular, but without limitation, none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Iran, Libya, Federal Republic of Yugoslavia [Serbia and Montenegro], Democratic People's Republic of Korea [North Korea], Sudan, Syria, or any other Embargoed Countries/Area Controlled List Countries (ii) to anyone on the US Treasury Department's list of Specially Designated Nationals or the US Commerce Department's Table of Deny Orders, or (iii) to the People's Republic of China for a use that is in whole or in part a military use including the use, development or production of military items, as prohibited by US Export Administration Regulations section 744.21. By downloading the Software, You are agreeing to the foregoing and You are representing and warranting that You are not located in, under control of, or a national or resident of any such country or on any such list. In addition to the restrictions identified herein, You are prohibited from transferring the software, in any form or by any means, to China for any purpose and/or providing access, in any form or by any means, for any purpose to any person or entity located within China.

10. Rights Reserved by GrammaTech. GrammaTech reserves the right at any time, without notice, to:

10.1 alter the general availability of the Software; and

10.2 alter prices, features, specifications, capabilities, functions, licensing terms, release dates, or other characteristics of the Software.

11. Additional Software/Services. This Academic Program Software License applies to updates, supplements, add-on components, or upgrades to later versions of the Software that GrammaTech may provide to You or make available after the date You obtain Your initial copy of the Software, unless GrammaTech provides another version of the Academic Program Software License along with the update, supplement, add-on component, or upgrade, in which case, such provided terms shall apply.

12. Applicable Law. The validity, construction, and performance of this Software License will be governed by the substantive law of the State of New York, as if this license were executed in and to be fully performed within the State of New York, and without regard to its principles of conflicts of laws. The parties expressly agree that the United Nations Convention on Contracts and the International Sale of Goods will not apply. Any legal action or proceeding arising from and/or related to this Agreement shall be brought exclusively in the federal or state court of New York that is geographically closest to GrammaTech's Ithaca, NY offices. You and GrammaTech expressly consent to the personal jurisdiction and exclusive venue therein.

13. Non-Exclusive Remedy. Except as set forth herein, the exercise by either party of any of its remedies provided for herein will be without prejudice to such other remedies as may be provided herein or otherwise. The breach and/or threatened breach of this Agreement may result in irreparable harm to GrammaTech and result in harm that is difficult or impossible to calculate and You acknowledge and agree that the GrammaTech is entitled to seek, in addition to any other

remedy provided for at law, equitable relief to protect its interests, without the necessity of posting a bond or surety, including but not limited to injunctive relief, as well as money damages.

14. Amendment/Waiver. This Software License may not be amended or modified, or any provision of it waived, except by a written instrument signed by an authorized representative of GrammaTech. Any failure to enforce any provision of this Software License will not constitute a waiver of future enforcement of that or any other provision.

15. Assignment. You may not assign this Software License, in whole or in part, by operation of law or otherwise. Any attempt to assign this Agreement without the express written consent of GammaTech will be void and of no effect. Subject to the foregoing, this Software License will bind and inure to the benefit of each party's permitted successors and assigns.

16. Notices. All notices relating to this Agreement shall be in writing and sent, as applicable, to the address of GammaTech provided herein or Your address provided in the Academic Program Application. Such addresses may be changed by written notice delivered to the other party.

17. Severability. If any provision of this Software License is held by a court of competent jurisdiction to be contrary to law, the remaining provisions will remain in full force and effect.

18. Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, natural disasters or governmental action.

19. Entire Agreement. Except as otherwise provided herein, the provisions of this Software License and its recitals constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof. If the terms of any invoice or other form provided by You to GammaTech in connection with Your license of the Software conflicts with a provision or provisions of this Software License or attempt to otherwise modify the terms hereof, the provision of this Software License shall prevail and such inconsistent or additional terms will have no effect.