

ALGLIB LICENSE AGREEMENT **AGR-XXXXXXXXXX**

License Agreement

Sole Proprietor Bochkonov Sergey Anatolyevich hereinafter referred to as the “Licensor” on the one hand and **XXXXXXXXXXXXXXXXXXXX** hereinafter referred to as the “Licensee” 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 non-transferable 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 indicated in the section 9)

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). Pre-payment by plastic card or bank transfer is default option (program will be delivered by e-mail within one business day), but other method and/or currency and/or time can be chosen by mutual consent of both parties.
- *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 this Agreement (signed by Licensor) to the Licensee. Licensee *accepts* Agreement by making payment under this Agreement (signing the Agreement is not mandatory). Acceptance by one party does not oblige another party to accept Agreement.

2.3 Licensee may ask some third party 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.

3. Validity Period of the Agreement, Amending the Agreement

3.1 Licensee receives right to user Program under terms of present Agreement for an unlimited period. Licensee may pay for a period of support and maintenance (see section 9). All updates received within first support period will be covered by this Agreement too.

3.2 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. The Licensor may offer a separate license agreement or additions to the present Agreement. 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.

4. Pricing and licensing model

4.1 *Standard (unlimited)* license is tied to one particular company. It can be used by unlimited number of developers working for that company. No per-developer or per-application fees is required.

4.2 In order to reduce license cost Licensee may apply for one of the discount programs (which is indicated in

the section 9). Discounts are possible for companies satisfying some conditions.

4.3 This paragraphs contains definitions of concepts which are used when applying for a discount.

- **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).
- **development team** – a group of developers which is either a) a separate organizational unit (department) within company, or b) a part of some organizational unit with a set of responsibilities/duties which are substantially different from the rest of the organizational unit.
- **application using Program** – application which directly or indirectly uses Program. “Using directly” means that it is statically or dynamically linked with Program. “Using indirectly” means that it communicates with another application, which uses Program, and both applications are intended to be used together (client and server, embedded program and desktop program, software which is distributed across several devices, etc.).
- **developing application** – modifying its source code.
- **team which uses Program** – such development team that at least one of its members develop applications which use Program (directly or indirectly).

4.4 By applying for a “Dev-N” discount Licensee states and agrees that:

- a) it carefully evaluated its needs and found that the Program will be used by a team(s) with no more than N developers in total.
- b) it will contact Licensor and ask it to recalculate discount size if team(s) total size will increase beyond N developers within 3 months after the Agreement effective date. However, it is possible to add more developers after this initial period is over without notifying Licensor and without paying additional fees.
- c) it understands purpose of the discount (lower price for smaller companies) and has no intention to use discount just as possibility to reduce license cost without actually conforming to its spirit. In particular, Licensee does not apply for discount knowing for sure that it will increase team size beyond N developers right after the period mentioned in item (b) is over.

5. Termination of the Agreement

5.1 The Licensee may terminate the Agreement:

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

5.2 The Licensor may terminate the Agreement in case:

- payment under the Agreement has failed to enter Licensor's account. The Licensor shall keep this right till the date of receipt of payment.
- 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.

6. Applicable Law

6.1 Section 9 may set applicable law to be that of the Russian Federation or of the Customer's state.

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.

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LICENSEE _____

7. Warranties

Part I: intellectual property issues

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

7.2 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 may, 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.

7.3 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.

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 standard (full) license cost. 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 clause 7.4.

Part IV: other issues

7.8 The Licensor shall not grant any guarantee/warranty not stipulated directly in the present License. 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.

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.

9. Product, price, payment, delivery and additional information

Effective date	??.??.????	
Product description	ALGLIB	
Payment is done	<input type="checkbox"/> By Licensee <input type="checkbox"/> By third party:	
Program delivery	<input checked="" type="checkbox"/> After the payment (within one business day) <input type="checkbox"/> Before the payment <input type="checkbox"/> Other:	
Support and maintenance	<input checked="" type="checkbox"/> Standard (1 year of updates)	<input type="checkbox"/> No support
Applicable law	<input checked="" type="checkbox"/> Russian Federation (standard)	<input type="checkbox"/> Customer's state
Right to redistribute source code (according to the Appendix R)	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
Discount program (only one option is possible)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Dev-14 <input type="checkbox"/> Dev-8 <input type="checkbox"/> Dev-5 <input type="checkbox"/> Dev-3 <input type="checkbox"/> Dev-1 <input type="checkbox"/> Other	
Price	<input type="text" value="1470"/> USD before discount	<input type="text"/> USD after discount

LICENSOR:

Sole Proprietor
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LICENSEE:

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LICENSEE _____

ALGLIB LICENSE AGREEMENT (APPENDIX A) AGR-XXXXXXX**LICENSE DEFINITIONS:**

ALGLIB: is defined as software library consisting of Source Code and Binary Files. ALGLIB exists in several versions written in different programming languages. Here and below “ALGLIB” denotes version you've chosen from price list.

Source Code: include human-readable files written in any programming language, provided to you by Licensor, whether unmodified or modified by you.

Binary Files: include statically/dynamically linkable library files, executable files and support files, either provided by Licensor or compiled by you from Source Codes.

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

A. To use ALGLIB internally, without copying or distribution.

B. To modify ALGLIB and to use modified version on the terms of this Agreement.

C. To develop Applications that use ALGLIB and to distribute such Applications in binary form, accompanied with Binary Files (either statically or dynamically linked). This right is granted provided that: a) such Applications do not expose ALGLIB application programming interface either directly or indirectly; b) Application license agreement must explicitly state that Application user have no right to modify, decompile, reverse-engineer ALGLIB Binary Files; c) Application license agreement must explicitly state that Application user have no right to use ALGLIB except as part of the Application.

LICENSE RESTRICTIONS: Licensee may NOT:

A. Use or copy ALGLIB except as provided in this Agreement

B. Rent or lease ALGLIB to any third party

C. Assign this Agreement or transfer the Materials without the express written consent of Licensor

D. Remove any copyright notice from the Source Codes / Binary Files

E. Distribute, sublicense or transfer the Source Code form of any components of the ALGLIB and derivatives thereof to any third party (unless such distribution is allowed by terms of the supplementary agreement)

F. Distribute ALGLIB except as part of a larger program that adds significant primary functionality different from that of the ALGLIB

COPYRIGHT: Title to the ALGLIB and all copies thereof remain with Licensor. The ALGLIB is copyrighted and is protected by Russian copyright laws and international treaty provisions. You will not remove any copyright notice from the ALGLIB files. You agree to prevent any unauthorized copying of the ALGLIB. Except as expressly provided herein, Licensor does not grant any express or implied right to you under Licensor patents, copyrights, trademarks, or trade secret information.

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