

# PTSolve SOFTWARE LICENSE AGREEMENT

## 0. RECITALS.

(a) This PTSolve Software License Agreement (“Agreement”) is a legal agreement between you and Tech-X Corporation (“Tech-X”) for the use of the PTSolve Software, as defined below. If you are installing the Software for personal use, this agreement applies to and binds you personally. If you are installing the Software as part of your work for an organization, this agreement applies to and binds such organization. “Licensee” refers to the person or entity that is licensee of the software. “Tech-X” and “Licensee” are referred to individually as a “Party” or collectively as the “Parties”.

(b) By installing, copying, evaluating, or otherwise using the Software or any work derived from the Software, Licensee accepts this Agreement, and agrees to be bound by all of its terms and conditions. No rights are granted to the Software except as expressly set forth herein. Nothing other than this Agreement grants Licensee permission to use, copy or modify the Software or any work derived from the Software. If Licensee does not accept the terms and conditions of this Agreement, it should not use, copy, or modify the Software. In consideration for the benefits exchanged under this Agreement, each Party agrees as follows:

1. GRANT OF LICENSE (a) License to Use. Subject to the terms and conditions of this Agreement, Tech-X grants Licensee a non-exclusive, non-transferable, non-sublicenseable right and license during the term of this Agreement to access and use the PTSolve® Software. The PTSolve Software can include the following software parts: A. "Third Party Software" shall mean software and related intellectual property, whether proprietary or open source, developed outside of Tech-X but distributed by Tech-X under this Agreement. B. PTSolve (Collection of Advanced Research Mathematical Libraries) shall mean Tech-X's proprietary software and related intellectual property that packages Third Party Software in a single binary form and performs installation services of PTSolve and third party software by the customer. The above selected software parts (collectively, the “Software”) are licensed solely for use by a single User. "User" shall mean a single individual authorized per the terms, conditions and restrictions herein, to use the Software. Archival or Backup Copies: Licensee is permitted to create one copy of the Software for backup and archival purposes, provided that the original and such copy are kept in Licensee's possession and that Licensee's installation and use of the Software does not exceed the scope of the rights granted in this Section 1. Licensee is not permitted to transfer any backup copies to third parties.

2. **RESTRICTIONS** All rights not explicitly granted to Licensee are reserved by Tech-X. Without limiting the foregoing, Licensee will not: (a) Copy the Software except to make archival or backup copies as provided above; (b) Place the Software onto a server so that it is accessible via a public network such as the Internet; (c) Sublicense, rent, lease or lend any portion of the Software to third parties; (d) Create derivative works of the Software as defined under United States copyright law 17 U.S.C. §101 and, to the extent applicable, international copyright law; (e) Use the Software to provide a service bureau, time share or other services to third parties; (f) Host any portion of the Software on equipment not owned and controlled by Licensee; (g) Use any portion of the Software in a manner that does not comply with applicable law, regulations, or governmental orders including, without limitation, all applicable privacy laws; or Upon Tech-X's request, Licensee will provide assurances that it is using the Software in accordance with the terms of this Agreement.

3. **OWNERSHIP** (a) Portions of the Software are jointly owned by Tech-X and the Argonne National Laboratory. (b) Tech-X and its licensors and co-owners of copyright, as applicable, own all right, title and interest in and to the Software, including, but not limited to, any images, photographs, databases, animations, video, text and "applets" incorporated into the Software, any accompanying printed or electronic materials, and any copies of the Software, including all rights under copyright law, trademark law, patent law, trade secret law, and all other forms of proprietary and intellectual property protection, subject only to the licenses expressly granted to Licensee herein. This Agreement does not provide Licensee with title or ownership of the Software, but only a revocable license of limited use as set forth above. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

4. **PRICES AND PAYMENT** Licensee shall pay license fees specified for the Software in accordance with the terms of the License Fee Agreement with Tech-X, or if not specified therein, in accordance with the then-current price sheet for the Software, as provided by Tech-X from time to time. Unless otherwise agreed by Tech-X, Licensee shall pay all fees net thirty (30) days from date of invoice. Licensee shall pay all taxes arising from or related to its license or use of the Software, excluding taxes based solely on Tech-X's net income, provided that Licensee shall have no such tax obligation upon presentation of satisfactory evidence of its exemption from applicable taxes.

5. **NO WARRANTIES** TECH-X MAKES NO AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES FOR THE SOFTWARE. THE SOFTWARE IS PROVIDED TO LICENSEE "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE LICENSEE BEARS THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SOFTWARE. LICENSEE EXPRESSLY ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, SHOULD THE SOFTWARE PROVE DEFECTIVE.

6. LIMITATION OF LIABILITY IN NO EVENT WILL TECH-X BE LIABLE FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, INACCURATE INFORMATION, LOSS OF INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF TECH-X HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, IN NO EVENT SHALL TECH-X'S AGGREGATE LIABILITY ARISING UNDER, WITH RESPECT TO OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY LICENSEE TO TECH-X UNDER THIS AGREEMENT.

7. U.S. GOVERNMENT RESTRICTED RIGHTS If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions). The manufacturer is Tech-X Corporation, 5621 Arapahoe Avenue, Suite A, Boulder, Colorado 80303. 8. TERM AND TERMINATION (a) This Agreement commences on the Effective Date and will continue for a period of: 1 Annual License: one (1) year unless terminated earlier as provided in this Section 8. 0 Perpetual License: the effective period will continue unless terminated as provided in this Section

8. This Agreement may be terminated: (a) at any time upon mutual written agreement of Licensee and Tech-X; or (b) by Tech-X, by written notice to Licensee if Licensee (i) breaches a material obligation under this Agreement and such breach continues uncorrected for a period of thirty (30) calendar days after notice in writing thereof to an authorized representative of Licensee, or (ii) if Licensee fails to pay an amount due hereunder and continues to be delinquent for thirty (30) calendar days; or (c) by Licensee for convenience upon thirty (30) calendar days' notice, or (d) by either Party, if

the other Party becomes insolvent or is adjudged as bankrupt; makes an assignment for the benefit of creditors; has a receiver appointed; or files a petition of bankruptcy. The licenses granted under this Agreement are subject to 11 U.S.C. §365(n). (b) Effect of Termination; Survival. Upon termination of this Agreement, Licensee will immediately (i) cease any and all use of the Software, (ii) delete the Software from its systems; and (iii) and will destroy any and all of copies of the Software and any work derived from the Software. Sections 2, 3, 5, 6, 9, and 11-15 will survive termination of this Agreement.

9. CONFIDENTIALITY The structure, organization, and code of the Software are the valuable trade secrets, know-how and proprietary and confidential information of Tech-X and its licensors ("Confidential Information"). Licensee will use best efforts to maintain the confidentiality and security of the Confidential Information and prevent the unauthorized disclosure or use of such Confidential Information. Licensee will disclose Confidential Information only to employees or contractors of the Licensee who need access to such Confidential Information in order to support Licensee's authorized use of the Software after Licensee has required such employees and contractors to execute a written agreement, to protect Confidential Information as provided in this Agreement. Licensee will notify Tech-X immediately if it learns of a current or threatened misuse or unauthorized use or disclosure of the Software and will cooperate with Tech-X in its efforts to resolve such misuse. ANY USE OR DISCLOSURE OF THE CONFIDENTIAL INFORMATION MAY BE ACTIONABLE AS A VIOLATION OF TECH-X'S PROPRIETARY, CONFIDENTIALITY, OR TRADE SECRET RIGHTS.

10. SERVICE AND SUPPORT The service and support that Tech-X offers for the Software under this Agreement are limited to the then-current service or support, if any, that is described on Tech-X's website.

11. INDEMNIFICATION Licensee will defend, indemnify, and hold harmless Tech-X, its affiliates, directors, licensors, co-owners of copyright, employees, and agents harmless from and against any claim, action, proceeding, loss, cost, expense, damages, and liability, including reasonable attorneys' fees, arising from: (1) Licensee's use or other actions relating to the Software and/or (2) Licensee's breach of any provision of this Agreement.

12. GOVERNING LAW This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and the United States, without regard to any applicable conflicts of law provisions thereof that may require the application of the laws of another jurisdiction. The United Nations Convention on the International Sale of Goods does not apply.

13. DISPUTE RESOLUTION Any dispute arising between the parties out of or in connection with this Agreement will be finally resolved by arbitration conducted by one arbitrator in Denver, Colorado pursuant to the International Arbitration Rules of the American Arbitration Association (“AAA”) applicable to commercial disputes. The Federal Arbitration Act, 9 U.S.C. Sec. 1-16, not state law, will govern such dispute. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. Each party will bear its own costs and attorneys' fees, and will share equally in the fees and expenses of the arbitrator. The arbitration will be conducted in English, the governing language of this Agreement. Nothing in this section will restrict the ability of Tech-X to pursue any legal or equitable remedy or to obtain an injunction to protect any rights Tech-X may have arising out of or relating to the Software or any of Tech-X's intellectual property rights. Any breach of this Agreement by Licensee will cause Tech-X irreparable harm for which there is no adequate legal remedy. In the event of any actual or threatened breach of this Agreement by Licensee, Tech-X is entitled to obtain injunctive and all other appropriate relief from a court of competent authority, without being required to: (i) show any actual damage or irreparable harm, (ii) prove the inadequacy of its legal remedies, or (iii) post any bond or other security.

14. ASSIGNMENT Licensee is not permitted to transfer this Agreement or any of the rights granted by it, including assignments or transfers by operation of law, as well as by contract, merger or consolidation. This Agreement is binding upon and inure to the benefit of Tech-X, Licensee and Licensee's permitted successors.

15. EXPORT CONTROL Licensee shall not export or re-export, directly or indirectly, or provide to any other person or entity for export or re-export, the Software, or technical data related thereto, without first complying with all applicable export control regulations of any jurisdiction to which Licensee or the Software are subject, including, without limitation, obtaining any necessary export or re-export consent from the U.S. Department of Commerce or other governmental authority.

16. GENERAL PROVISIONS i. This Agreement is the exclusive agreement between Licensee and Tech-X concerning the Software and may be modified only by a writing signed by Licensee and Tech-X. ii. If any part of this Agreement is found invalid, such invalidity will not affect the validity of remaining portions of this Agreement, and the parties will promptly substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. iii. In the event of litigation or arbitration between Licensee and Tech-X concerning the Software, the prevailing party in such proceeding will be entitled to recover attorney fees and expenses from the other party.

Questions concerning this Agreement or the Software should be directed to:

Tech-X Corporation, 5621 Arapahoe Avenue, Boulder, CO 80303.

E-mail: [sales@txcorp.com](mailto:sales@txcorp.com).

Web: <http://www.txcorp.com>.

“Tech-X” and “PTSolve” are registered trademarks of Tech-X Corporation. Other names, products and services may be the trademarks or registered trademarks of their respective holders.

Version: 13 January 2013