

End User License Agreement (EULA) – Other than Evaluation

These license terms are an agreement between Lone Star Analysis, Incucomm Inc. (or one of their affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Incucomm, Inc.:

- Updates,
- Supplements,
- Internet-based services, and
- Support services

for this software.

By using the software, you accept these terms. If you do not accept them, do not use the software.

Proprietary and intellectual property rights for this software are provided by 48 CFR 27.402, 18 USC 1831 through 1839, and 18 USC 1905, and the software is protected by these and other laws and regulations and violation may result in criminal and civil penalties. Incucomm, Inc. hereby reserves all rights related to copyrights, trademarks, patents and other proprietary rights

As described below, using the software also operates as your consent to the transmission of certain computer information during activation, validation and for Internet-based services.

If you comply with these license terms, you have the rights below for each license you acquire.

1. OVERVIEW.

- Software.** The software includes several features, some of which Incucomm Inc. distributes in accordance with license agreements with third parties.
- License Model.** The software is licensed on a per copy per computer basis. A computer is a physical hardware system with an internal storage device capable of running the software. A hardware partition or blade is considered to be a separate computer.

2. INSTALLATION AND USE RIGHTS.

- One Copy per Computer.** You may install one copy of the software on one computer. That computer is the “licensed computer.”
- Licensed Computer.** You may use the software on up to multiple processors on the licensed computer at one time. Unless otherwise provided in these license terms, you may not use the software on any other computer.
- Number of Users.** Unless otherwise provided in these license terms, only one user may use the

software at a time.

- d. Alternative Versions.** The software may include more than one version, such as 32-bit and 64-bit. You may install and use only one version at one time.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. Multiplexing.** Hardware or software you use to

- pool connections, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses you need.

- b. Font Components.** While the software is running, you may use its fonts to display and print content. You may only

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to print content.

- c. Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds and media provided with the software are for your non-commercial use only. Screen shots of your model and model outputs, including graphs, numbers and other model results may be used for any purpose related to using the model for intended purposes.

- d. Use with Virtualization Technologies.** Instead of using the software directly on the licensed computer, you may install and use the software within only one virtual (or otherwise emulated) hardware system on the licensed computer. When used in a virtualized environment, content protected by digital rights management technology, BitLocker, or any full volume disk drive encryption technology may not be as secure as protected content not in a virtualized environment. You should comply with all domestic and international laws that apply to such protected content.

- e. Remote Access Technologies.** You may access and use the software installed on the licensed computer remotely from another device using remote access technologies as follows.

- Remote Desktop. The single primary user of the licensed computer may access a session from any other device using Remote Desktop or similar technologies. A “session” means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.
- Other Access Technologies. You may use remote assistance or similar technologies to share an active session.

4. MANDATORY ACTIVATION.

Activation associates the use of the software with a specific computer. During activation, the software will send information about the software and the computer to Incucomm, Inc. This information includes the version, language and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. By using the software, you consent to the transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. **Unless the software is activated, you have no right to use the software after the time permitted for activation.** This is to prevent its unlicensed use. **You are not permitted to bypass or circumvent activation.** If the computer is connected to the Internet, the software may automatically connect to Incucomm, Inc., for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. **The software will remind you to activate it until you do.**

5. VALIDATION.

- a. Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. **You are not permitted to circumvent validation.** This is to prevent unlicensed use of the software.
- b. The software will, from time to time, perform a validation check of the software. The check may be initiated by the software or Incucomm, Inc. To enable the activation function and validation checks, the software may, from time to time, require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the software may send information about the software, the computer and the results of the validation check to Incucomm, Inc. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the computer. Incucomm, Inc. does not use the information to identify or contact you. By using the software, you consent to the transmission of this information.
- c. If, after a validation check, the software is found to be counterfeit, improperly licensed, a non-genuine product, or include unauthorized changes, the functionality and experience of using the software will be affected, for example:

Incucomm, Inc., may

- repair the software, remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software, or

- check and remove malicious or unauthorized software known to be related to such unauthorized changes, or
- provide notices that the software is improperly licensed or a non-genuine Windows product

and you may

- receive reminders to obtain a properly licensed copy of the software, or
- need to follow Incucomm, Inc.'s instructions to be licensed to use the software and reactivate,

and you may not be able to

- use or continue to use the software or some of the features of the software, or
- obtain certain updates or upgrades from Incucomm, Inc.

d. You may only obtain updates or upgrades for the software from Incucomm, Inc. or authorized sources.

7. SCOPE OF LICENSE

This license is a limited, non-transferrable, revocable, non-exclusive license to access and use the software as set forth herein. This agreement only gives you some rights to use the features included in the software edition you licensed. Incucomm, Inc. reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- use components of the software to run applications not running on the software;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

8. NOT FOR RESALE or TRANSFER

You may not sell or resell the software, or otherwise transfer to a third party.

9. THIRD PARTY PROGRAMS

The software contains third party programs. The license terms with those programs apply to your use of them.

10. EXPORT RESTRICTIONS

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

11. ENTIRE AGREEMENT

This agreement (including the warranty below), additional terms (including any printed-paper license terms that accompany the software and may modify or replace some or all of these terms), and the terms for supplements, updates, Internet-based services and support services that you use, represent the entire agreement for the software and support services.

12. APPLICABLE LAW.

- a. Texas state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles.
- b. If you acquired the software in any other country, Texas state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles.

13. LIMITATION ON AND EXCLUSION OF DAMAGES.

You cannot recover any damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies, without limitation,

- to anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- to claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Incucomm, Inc. knew or should have known about the possibility of the damages.

If a court of competent jurisdiction does not allow the exclusion or limitation of incidental or

consequential damages, the maximum damages which Incucomm, Inc. shall be held liable shall be no greater than the lesser of the price paid by you, or, the price which Incucomm Inc. was paid for the software, and Incucomm shall have no liability whatsoever for software which was not properly installed in accordance with the EULA.

14. Warranty

No Warranty, Condition of Merchantability or Fitness for a Particular Purpose of any kind is made or implied. You accept the software "as is."

15. TERM

The term of this agreement shall commence on the effective date thereof and shall remain in effect for (*term*) therefrom unless otherwise terminated. [*Some EULAs provide for perpetual renewal; This agreement shall automatically renew for additional (term) term(s) unless either party provides the other party with written notice of termination at least 30 days prior to the expiration of the then current term.*]

16. TERMINATION FOR CAUSE

A party may terminate this agreement for cause in the event that (a) the other party fails to cure a material breach of this agreement within 30 days after receiving written notice thereof, or (b) the other party becomes bankrupt or insolvent, is liquidated or dissolved, or ceases its business activities. In the event this agreement is terminated pursuant to this section, you will immediately discontinue all use of Incucomm's software and the parties will destroy or return all confidential material of the other party.

17. FORCE MAJEURE

Neither party shall be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by any event beyond the reasonable control of that party, including any act of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third party criminal act, quarantine, restriction or act of government (each, an "excusable delay"). In the event an excusable delay continues for 30 days or longer, the other party shall have the right, at its option, to immediately terminate this agreement by giving the party whose performance has failed or been delayed by the excusable delay written notice of such election to terminate.

18. NOTICES

All notices, reports, invoices and other communications required or permitted hereunder to be given to or made upon any party hereto in writing, shall be addressed as provided on page 1 of the agreement and shall be considered as properly given if (a) sent by an express courier delivery service which provides signed acknowledgments of receipt; or (b) deposited in the U.S. certified or registered first class mail, postage prepaid, return receipt requested. All notices shall be effective upon receipt. Either party shall have the right to change its address for notice hereunder to any

other location by giving not less than five days' prior written notice to the other party in the manner set forth above.

19. REMEDIES

Unless otherwise provided herein, any violation of this agreement by a party shall entitle the other party to injunctive relief, without the posting of any bond in connection therewith, altogether with any remedies available thereto, including monetary damages. Any breach, imminent or actual, of the terms of this agreement may give rise to irreparable harm for which money damages would not be an adequate remedy and, as such, in addition to any other available remedies, the party will be entitled to enforce the terms of this agreement by specific performance, temporary restraining order, temporary and permanent injunction, or through other equitable remedies without the necessity of proving actual damages or posting a bond of other undertaking.

20. LITIGATION

In the event that it is necessary to institute litigation or enforce the provisions of this agreement, the prevailing party herein shall be entitled to its costs of suit including attorney's fees, in such amount as the court shall adjudge reasonable, and in addition to any other amounts and costs awarded to such party.

21. SEVERABILITY

If any one or more of the provisions of this agreement, or the application thereof in any circumstance, is held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this agreement shall be unimpaired and this agreement shall continue in full force and effect, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

22. WAIVER

The failure of either party to insist upon strict performance or to seek remedy for breach of any term or condition of this agreement, or to exercise any right, remedy or election set forth herein or permitted by law or equity, shall not constitute nor be construed as a waiver or relinquishment in the future of such term, condition, right, remedy or election. Any consent, waiver or approval by either party of any act or matter shall not be effective unless made in writing and signed by an officer of the consenting, waiving or approving party.

23. SURVIVAL

The provisions related to not for resale or transfer, export restrictions, entire agreement, applicable law, limitation on and exclusion of damages, warranty, confidential material, force majeure, notices, remedies, litigation, severability and waiver shall survive the termination of this agreement.

