

## TERNARYLOGIC LLC SOFTWARE LICENSE AGREEMENT

### 1. DEFINITIONS.

- 1.1. "Licensee" means you, an individual, to whom Ternarylogic LLC grants the License, and who is responsible for complying with the contractual obligations of the License.
- 1.2. "Computer" means a single physical hardware system containing a maximum of four (4) Processors. Each hardware partition, or blade in a blade server, is considered to be a separate Computer, and a hardware system with more than four (4) Processors is considered to be more than one Computer.
- 1.4. "License Agreement" means the specific rights, restrictions, and obligations under which Licensee may install and use a Program pursuant to this Agreement.
- 1.5. "Licensor" means Ternarylogic LLC.
- 1.6. "Processor" means a single integrated circuit on the motherboard of a Computer that contains one or more cores which are used for interpreting software instructions and processing data contained in software programs.
- 1.7. "Program" means the software licensed hereunder.
- 1.8. "Third Party" means any person or legal entity that is not Ternarylogic LLC or the Licensee.

**2. ACCEPTANCE.** By entering the "I accept the License Agreement" password and/or by downloading and installing any Programs covered by this agreement on a computer, a person has accepted the License Agreement and agrees to be bound by its terms and conditions and has become a Licensee.

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- 3.1. install and use the Programs solely on a single Computer controlled by Licensee;
- 3.2. use the Programs only for personal use, or, if Licensee acts on behalf of a Third Party to only run Programs for evaluation purposes; and
- 3.3. install, but not use, up to 3 back-up or archival copies of the Programs on devices under control of Licensee.

**4. LICENSE RESTRICTIONS.** In addition to the restrictions set forth in paragraph 3, the License is subject to the express restrictions set forth below. Licensee shall not:

- 4.1. permit any Third Party including an Owner of Licensee controlled computer to copy, distribute, modify, or create any derivative work of, a Program or any part of the licensed Programs or to permit any Third Party, including an Owner of Licensee controlled computer to use any results obtained from running Programs covered by this Agreement;
- 4.2. rent, lease, or loan the Programs; use the Programs for supporting Third Parties' use of the Programs, time share the Programs, or provide service bureau or similar service use;
- 4.3. sell, license, sublicense, publish, display, distribute, disseminate, assign, or otherwise transfer (whether by sale, exchange, lease, gift, or otherwise) to a Third Party the Programs, any copy or portion thereof, or any License or other rights thereto, in whole or in part, without Ternarylogic LLC's prior written consent.
- 4.4. alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in copies of the Programs;
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- 4.7. operate for external use by a Third Party any Programs covered by this Agreement.
- 4.8. transfer for external use any data generated by any Program without the explicit written approval of Ternarylogic LLC.
- 4.9. No usage of the Programs for commercial purposes is permitted.

**5. RETENTION OF RIGHT, TITLE AND INTEREST BY TERNARYLOGIC LLC AND ITS LICENSORS.** The Programs and the Intellectual Property of Ternarylogic LLC shall at all times remain the property of Ternarylogic LLC and Licensee shall have no right, title, or interest therein, except as expressly set forth in this Agreement. Licensee shall take appropriate action by instruction, agreement, or otherwise with any persons permitted access to the Computer, so as to enable Licensee to satisfy its obligations under the terms of this Agreement.

**6. NO SOFTWARE MAINTENANCE SERVICE.** Ternarylogic LLC provides the Programs under this Agreement 'as is' with no warranty and with no maintenance program or service. Licensee by accepting this Agreement is made aware and is aware of the experimental nature of the Programs and the Intellectual Property.

6.1. Documentation and operating manuals are not part of this Agreement and are not provided.

**7. LICENSE DURATION ("TERM").** This Agreement shall continue until the earlier of (a) expiration of this License on December 31, 2017, or (b) such time as Licensee violates this Agreement at which time this Agreement expires.

**8. TERMINATION.**

8.1 Ternarylogic LLC may terminate this Agreement and all Licenses granted hereunder by written notice to Licensee if Licensee breaches any material term of this License. Licensee may terminate this License at any time, for any reason. Licensee shall not be entitled to any refund if this License is terminated. Upon termination, Licensee shall promptly remove all copies including archival copies of the Programs in Licensee's possession or control and promptly provide written confirmation of their destruction.

8.2 This Agreement and all Licenses granted hereunder is automatically terminated without notice to Licensee if Licensee breaches any material term of this License.

**9. ASSIGNMENT.** Licensee may not assign or otherwise transfer this Agreement and its rights and obligations hereunder, in whole or in part, by operation of law or otherwise. If Licensee attempts to transfer or assign any of the License rights without Ternarylogic LLC's written consent, the transfer or assignment will be ineffective, null, and void and Licensee will be in material breach of this agreement. Any attempt or effort to transfer the license to another person or entity automatically voids Licensee rights to use the Programs. Ternarylogic LLC may freely assign this Agreement.

**10. LIMITATION OF LIABILITY.** The Programs are intended and licensed for educational and evaluation purposes only and are provided on an AS-IS basis. They are not licensed for any operational or commercial purposes and should not and cannot be relied upon. A Program that is employed in a manner for any operational purpose other than Educational or for Evaluation is in breach of this Agreement and the License is automatically terminated. Any use of the Programs is at the Licensee's own risk and Ternarylogic LLC explicitly disclaims all liability for such misuse to the extent allowed by law. Ternarylogic LLC's liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. Except as aforesaid, (a) any other liability of Ternarylogic LLC (whether in relation to breach of contract, negligence or otherwise) shall not in total exceed the amount paid to Ternarylogic LLC under this Agreement in the twelve month period preceding the claim in question, for the Program with respect to which the liability in question arises; and (b) Ternarylogic LLC shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use of any computer hardware or software).

**11. LIMITED WARRANTY/LIMITATION OF REMEDIES.** Ternarylogic LLC does not warrant that the Programs and files provided herewith shall be free from defects. In fact Ternarylogic LLC admits that at least certain Programs suffer from deficiencies. In the event that a Program does not operate as

expected, Licensee shall have no remedy but stopping to use the Program. The Programs covered under this license are acknowledged to be of an experimental nature. Some Programs may cause malfunctioning of the Computer they are installed on and may lead to loss of data. Licensee installs and runs the Programs at his/her own risk. Licensee further acknowledges being advised not to run Programs concurrently with other applications or on a Computer that performs mission critical tasks. Ternarylogic LLC shall have no liabilities in any Programs developed and/or used by Licensee. Ternarylogic does not guarantee that its Programs do not infringe the intellectual property of others and expressly disclaims any indemnification on intellectual property infringement under any law.

**12. GOVERNING LAW; JURISDICTION.** This Agreement shall be interpreted, enforced and construed and the rights of the parties hereunder governed in all respects by the laws of the State of New Jersey, United States of America, without regard to its conflicts of law provisions, and both parties consent to the jurisdiction of the federal and state courts located in said State and consent to the service of process, pleadings and notices in connection with any and all actions initiated in such courts. The parties agree that a final judgment in any such action or proceeding shall be conclusive and binding and may be enforced in any other jurisdiction. To the extent any governing law, treaty, or regulation is in conflict with this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by such law, treaty, or regulation. If any provision of this Agreement shall be otherwise unlawful, void, or otherwise unenforceable, that provision shall be enforced to the maximum extent permissible. In either case, the remainder of this Agreement shall not be affected. The parties agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties further agree that the Uniform Computer Information Transactions Act, or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the Opt-Out provision(s) contained therein.

**13. INDEMNIFICATION.** Licensee is not authorized to distribute any of the Programs or any derived application. Licensee will defend, indemnify, and hold harmless Ternarylogic LLC and its Licensors, Members, officers, directors, employees, agents and resellers from and against any damages, liabilities, costs and expenses (including reasonable fees of Ternarylogic LLC's attorneys) arising out of any Third Party claim or demand based on or arising from, out of or in connection with (i) the creation, use, or distribution of any Applications or (ii) the use of the Programs by Licensee beyond the licensed use.