
Software License Agreement for AnyLogic Advanced (version 6.x.x)

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY COPYING, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED: IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE.

You may have another written agreement directly with XJ that supplements or supersedes all or portions of this agreement.

XJ and its suppliers own all intellectual property in the Software. The Software is licensed, not sold. XJ permits you to copy, download, install, use, or otherwise benefit from the functionality or intellectual property of the Software only in accordance with the terms of this agreement. Use of some third party materials included in the Software may be subject to other terms and conditions typically found in a separate license agreement.

1. Definitions

“XJ”: XJ Technologies Company, with offices at Nepokorenykh pr 49, St.Petersburg, 195220, Russia organized under the laws of Russian Federation

“Documentation”: any explanatory written or on-line materials including, but not limited to, help files, user guides, reference manuals, tutorials, Java docs and HTML files.

“Software”: all materials and information with which this license is provided including, but not limited to, executables, dynamic-link libraries, static libraries, object code, byte code, source code, code, files, scripts, sample models, libraries, Documentation, and upgrades, updates and additions to such information and/or materials, provided to you by XJ at any time.

“Permitted Number”: the number of licenses for the Software granted to you by XJ.

“Project File”: an XML file, which is used by the Software to store the editable source code of the simulation model.

“Simulation Applet”: a simulation model created by using “Export As Applet” function of the Software.

2. Special Limited Term Evaluation License

If you have been provided with a copy of the Software for evaluation purposes, XJ grants to you, subject to the terms and conditions of this Agreement (excluding Sections 4 and 6, under which you have no rights), a

non-exclusive, non-transferable, non-concurrent limited internal use license for evaluation purposes only. This license is for a period of fifteen (15) days, commencing upon the date of requesting evaluation unlock key for the Software, to evaluate the Software. If Software is acceptable, you agree to promptly notify XJ. Otherwise, you shall immediately cease any further use of the Software, and destroy all copies of the Software (including the original), related Documentation provided to you by XJ and all Project Files and all Project Files and Simulation Applets you developed under this License.

3. Special Limited Not-for-Resale License

If you have been provided with a copy of the Software as a Distributor or Reseller for demo purposes only, XJ grants to you, subject to the terms and conditions of this Agreement (excluding Sections 4 and 6, under which you have no rights), a non-exclusive, non-transferable, non-concurrent limited internal use license for demo, product marketing and promotion purposes only. This license is for a period of the same with signed Software Distribution Agreement. Thereafter you shall immediately cease any further use of the Software, and destroy all copies of the Software (including the original), related Documentation provided to you by XJ and all Project Files and Simulation Applets you developed under this License.

4. Regular Software License

As long as you obtained the Software from XJ or one of its authorized resellers and as long as you comply with the terms of this agreement, XJ grants you a non-exclusive, non-transferable, non-concurrent license to install and use the Software in the manner and for the purposes described in the Documentation, as further set forth below:

- a) You may install and use the Software on up to the Permitted Number of computers.
- b) The primary user of the computer on which the Software is installed may install a second copy of the Software for his or her exclusive use on either a portable Computer or a Computer located at his or her home, provided the Software on the portable or home computer is not used at the same time as the Software on the primary computer.
- c) You may create and distribute Simulation Applets provided you comply with the restrictions as set forth in Section 6.

You have no rights to use the Software beyond those specifically granted in this section.

5. Educational Software License

- a) Educational Single License. Software licensed to educational institutions under Single License is restricted to use in connection with on-campus computing facilities and solely in support of classroom instruction. Software may be installed only on one computer within the department that purchased the

license. The right to use the Software for any other purposes, including commercial purposes, is explicitly prohibited.

- b) Educational Faculty/Department License. Software licensed to educational institutions under Faculty/Department License is restricted to use in connection with on-campus computing facilities and solely in support of classroom instruction. Software may be installed on any number of computers within the department to which the Software is granted to. For additional fee Software may be installed on home or portable computers of department staff and department students. The right to use the Software for any other purposes, including commercial purposes, is explicitly prohibited.

6. Restrictions

- a) No Modifications. You may not modify, adapt or translate the Software. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.
- b) No Unbundling. The Software may include various applications, utilities and components, may support multiple platforms and languages and may be provided to you on multiple media or in multiple copies. Nonetheless, the Software is designed and provided to you as a single product to be used as a single product on computers as permitted by Sections 2, 3, 4 and 5. You are not required to use all component parts of the Software, but you may not unbundle the component parts of the Software for use on different computers. You may not unbundle or repackage the Software for distribution, transfer or resale.
- c) No Integration. You may not integrate the Software, Simulation Applets with any other software as well as to develop any software which can generate Project Files for the Software without XJ written consent.
- d) You may not access any kind of databases or files from Simulation Applets.
- e) You may not use the Software to create standalone simulation models other than Simulation Applet
- f) With the exception of Simulation Applets, you may not distribute:
- (i) any executable delivered with the Software,
 - (ii) any dynamic-link library delivered with the Software,
 - (iii) any static library delivered with the Software,
 - (iv) any object code,
 - (v) any byte code,
 - (vi) any materials delivered with the Software,

- (vii) any portion of the Documentation.
- g) In addition, you may not:
 - (i) decompile, disassemble, or reverse engineer any object code form of any portion of the Software,
 - (ii) disclose any source code of the Software to any person or entity,
 - (iii) rent, transfer, assign, sublicense or grant any rights in the Software, in full or in part, to any other person or entity without XJ written consent.

7. Confidentiality

You recognize that the Software consists of proprietary and confidential information and trade secrets owned by XJ, and third party software suppliers, which is protected by Russian, U.S. and international copyright and trade secret laws. You agree to take all reasonable steps to safeguard the secrecy of the Software and information concerning it, and to prevent the unauthorized disclosure thereof. This Agreement is not a sale and does not transfer to you any title or ownership in or to the Software or any patent, copyright, trade secret, trade name, trademark or other proprietary or intellectual property rights related thereto.

8. Limited Warranty

XJ warrants that, for the period of 90 days following the date of receiving first unlock key for Licensed Software, the Software will perform substantially as described in the user documentation provided that Licensee makes no changes to the Software. In the event Software fails to perform in accordance with its documentation licensee may return the Software within said 90 days period for replacement or a refund of license fees paid, at XJ option. XJ does not warrant that the operation of the Software will be uninterrupted or error free, or warrant against damage caused by accident, abuse or misapplication.

9. Disclaimer of Warranty

UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

10. Limitation of Liability

In no event will XJ, or its affiliates, suppliers, distributors or dealers be liable to you for any indirect, consequential, incidental, or special damages, including but not limited to, damages for loss of business profits, business interruption, loss of business information and the like arising from the use or loss of use of the

Software if the company or an authorized dealer has been advised of the possibility of such damages, or any claim by any third party.

In no event shall XJ's liability to you, if any, exceed the amount paid as the license fee pursuant to this Agreement.

11. Termination

You may terminate this Agreement at any time by ceasing to use the Licensed Software and by returning all copies of the Licensed Software (including the original) to XJ or by destroying all copies of the Licensed Software (including the original). This Agreement will terminate immediately without notice from XJ if you fail to comply with any provision of this Agreement. Unless terminated by either party, this Agreement shall remain in effect.

XJ Technologies Company Ltd

www.xjtek.com

AnyLogic Maintenance and Technical Support Agreement

Maintenance and Technical Support Services are provided by XJ Technologies Company Limited ("XJ") to licensed users ("Licensee") in consideration of an annual Maintenance and Technical Support Services fee.

1. Definitions

"Documentation": any explanatory written or on-line material including, but not limited to, user guides, reference manuals, Java docs and HTML files.

"Documentation Updates": Provided to Licensees by XJ to correct errors in the Documentation or as a part of a new release of the Software. Updates may be in the form of change pages, or reissued manual as determined by XJ.

"Software": all materials and information with which this license is provided including, but not limited to, executables, dynamic-link libraries, static libraries, object code, byte code, source code, code, files, scripts, sample models, libraries, Documentation, and upgrades, updates and additions to, such information and/or materials, provided to you by XJ at any time.

"Help Desk": Telephone or email hotline interface to XJ's Technical Support personnel for assistance in resolving questions about the Software including, but not limited to, installation and usage.

"Error Correction": A resolution to a software or documentation error reported to XJ's Help Desk. Error Correction may take the form of a short-term work-around, Documentation Update, maintenance Release, or a longer-term software correction provided in an upgrade Release of the Software (by XJ to Licensee), depending upon XJ's determination of the severity of the problem and/or the complexity of the solution. Maintenance Releases may be provided by XJ on an "as-needed" basis after Licensee has contacted, and worked through a problem with, XJ's Help Desk. However, most corrections are provided via regular Upgrade Releases of the Software

"Release": A software package, including associated documentation that is generated when the Software is modified for distribution to customers.

"Upgrade": Movement to a new Release of the Software.

"Problem Priorities": XJ uses three problem priority levels to indicate the impact and importance of problems as follows:

- a) High - Problem with no workaround solution that affects multiple users at one or more sites. 1st priority repairs for next release

- b) Medium - Problem with a workaround solution
- c) Low - Problem with little customer impact.

2. Maintenance and Technical Support Services

XJ provides the following Maintenance and Technical Support Services related to the then-current, commercially available Release of the Software:

- a) Updates,
- b) Upgrades,
- c) Error Correction services,
- d) Help Desk services. Help desk services will also be provided for the Release immediately preceding XJ's current, commercially available Release of the Software, including any Updates or Upgrades thereto.

3. Responsibilities

XJ's Maintenance and Technical Support Services personnel rely on teamwork with Licensees to ensure that the Software are functioning as specified in XJ's current Documentation (or Documentation updates) and to successfully resolve any reproducible software errors Licensee may experience. Accordingly, Licensees are expected to:

- a) Install and use the Software in accordance with the instructions provided in the Documentation (and Documentation Updates),
- b) Use reasonable efforts to maintain hardware and software in good working order, and
- c) Document all relevant information on operating conditions that XJ's Software Services personnel may reasonably require to reproduce a suspected software error and diagnose the problem.

4. Help Desk Operations

XJ will provide an e-mail address, a facsimile number and a telephone number for use during XJ's normal business hours ("Principal Period", or 8.00 GMT to 17.00 GMT, Monday through Friday, excluding Government holidays) to reach XJ's Help Desk. XJ's response efforts begin when the Help Desk receives request for Maintenance and Technical Support Services. The trouble report will be routed to a member of XJ's Maintenance and Technical Support Services organization who will take all reasonable measures to respond in accordance with the priority of the request. Calls/email/facsimiles to the Help Desk will be prioritized based on XJ's assessment of the severity of the problem based on the information provided by Licensee.

5. XJ Help Desk Information

E-mail address: support@xjtek.com



XJ Technologies Company Ltd.

*Nepokorenykh pr 49, St.Petersburg, 195220, Russia
Tel. +7 (812) 441-31-05 (06), Fax +7 (812) 441-31-07*

Telephone number: +7 812 441-31-05

Facsimile number: +7 812 441-31-07

XJ Technologies Company Ltd

www.xjtek.com