

---

## **AnyLogic Engine Runtime License Agreement for AnyLogic (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 AnyLogic Engine. AnyLogic Engine is licensed, not sold. XJ permits you to copy, download, install, use, or otherwise benefit from the functionality or intellectual property of AnyLogic Engine only in accordance with the terms of this agreement. Use of some third party materials included in AnyLogic Engine 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.

“AnyLogic Engine”: 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 AnyLogic Engine granted to you by XJ.

“Simulation Application”: a simulation model created by using “Export As Java Application” function of AnyLogic Professional.

### **2. AnyLogic Engine Runtime License**

As long as you obtained AnyLogic Engine 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 AnyLogic Engine in the manner and for the purposes described in the Documentation, as further set forth below:

- a) You may install and use AnyLogic Engine for execution of Simulation Applications on up to the Permitted Number of the computers.

You have no rights to use AnyLogic Engine beyond those specifically granted in this section.

### **3. Restrictions**

- a) No Modifications. You may not modify, adapt or translate AnyLogic Engine. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of AnyLogic Engine.
- b) No Unbundling. AnyLogic Engine 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, AnyLogic Engine is designed and provided to you as a single product to be used as a single product on the computers as permitted by Sections 2. You are not required to use all component parts of AnyLogic Engine, but you may not unbundle the component parts of AnyLogic Engine for use on different computers. You may not unbundle or repackage AnyLogic Engine for distribution, transfer or resale.
- c) No Integration. You may not integrate AnyLogic Engine and Simulation Applications with any other software without XJ written consent.
- d) You may not use AnyLogic Engine to execute any simulation models other than Simulation Applications as set forth in Sections 1 and 2.
- e) Notwithstanding any provisions in this Agreement to the contrary, you may not distribute:
  - (i) any executable delivered with AnyLogic Engine,
  - (ii) any dynamic-link library delivered with AnyLogic Engine,
  - (iii) any static library delivered with AnyLogic Engine,
  - (iv) any object code,
  - (v) any byte code,
  - (vi) any materials delivered with AnyLogic Engine,
  - (vii) any portion of the Documentation.
- f) In addition, you may not:

- (i) decompile, disassemble, or reverse engineer any object code form of any portion of AnyLogic Engine,
- (ii) disclose any source code of AnyLogic Engine to any person or entity,
- (iii) rent, transfer, assign, sublicense or grant any rights in AnyLogic Engine, in full or in part, to any other person or entity without XJ written consent.

## **4. Confidentiality**

You recognize that AnyLogic Engine 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 AnyLogic Engine 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 AnyLogic Engine or any patent, copyright, trade secret, trade name, trademark or other proprietary or intellectual property rights related thereto.

## **5. 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.

## **6. 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 AnyLogic Engine 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.

## **7. Termination**

You may terminate this Agreement at any time by ceasing to use the Licensed AnyLogic Engine and by returning all copies of the Licensed AnyLogic Engine (including the original) to XJ or by destroying all copies of the Licensed AnyLogic Engine (including the original). This Agreement will terminate immediately without



*XJ Technologies Company Ltd.*

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

---

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](http://www.xjtek.com)