

## PGI End-User License Agreement

---

**NOTICE: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE DOWNLOADING, COPYING OR USING THE LICENSED SOFTWARE. THIS END-USER LICENSE AGREEMENT (“ELA”) IS A LEGAL AGREEMENT BETWEEN YOU, THE LICENSEE (A SINGLE PERSON, INSTITUTION, OR LEGAL ENTITY) (“YOU”), AND STMICROELECTRONICS, N.V., A DUTCH CORPORATION, HAVING ITS PRINCIPAL PLACE OF BUSINESS AT STRAWINSKYLAAN 1725, TOWER B 17TH FLOOR, 1077 XX AMSTERDAM, THE NETHERLANDS, ACTING FOR THE PURPOSE OF THIS ELA THROUGH ITS SWISS BRANCH, 39, CHEMIN DU CHAMP DES FILLES, C. P. 21, CH 1228 PLAN-LES-OUATES, GENEVA, SWITZERLAND (“ST”) FOR THE LICENSED SOFTWARE, ASSOCIATED MEDIA, PRINTED MATERIAL, ELECTRONIC DOCUMENTATION OR ANY PORTION THEREOF (“SOFTWARE”). ST IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS ELA. PLEASE READ THE ELA CAREFULLY. BY DOWNLOADING OR INSTALLING THIS SOFTWARE, YOU ACCEPT ALL OF THE TERMS OF THE ELA. PLEASE INDICATE YOUR ACCEPTANCE OF ALL OF THE THESE TERMS BY SELECTING THE “ACCEPT” BUTTON AT THE BOTTOM OF THE ELA. IF YOU ARE UNWILLING TO BE BOUND BY ALL OF THE TERMS, PLEASE SELECT THE "DECLINE" BUTTON AT THE BOTTOM OF THE ELA AND THE DOWNLOAD OR INSTALL PROCESS WILL STOP.**

### **1) Ownership**

The Software distributed and licensed to You hereunder, including, if and when provided, any updates furnished to You for free or for additional fees, is proprietary to ST or its licensors (ST and licensors hereafter referred to as “Licensor”). The Licensors retain title to and ownership of the Software, including the copy provided herein, and reserve all rights not expressly granted in this ELA.

### **2) Granting of License**

(A) Except as set forth in Sections 3 and 4 below, under the terms and conditions of this ELA, You are hereby granted a limited, revocable, nontransferable, and nonexclusive license to use the Software subject to the restrictions and other terms within. That use must be (i) only by You, (ii) only on a computer system running a specific operating system on which the Software is designed to run and for which portions of the Software and subsequent components in the compilation process are intended to produce an executable image (“Target Systems”) for which the corresponding fee has been paid, (iii) only on the network(s) and only by the number of users for which the corresponding fee has been paid, and (iv) only to target no more than the maximum number of CPUs, or the maximum number of processes, for which the corresponding fee has been paid. Except as set forth in Section 2B below, any other use of the Software is strictly prohibited.

(B) You may distribute an end-user application that You build with the Software that provides significant functionality distinct from that included with the Software (“End-User Application”) to users within Your organization as well as third party users outside Your organization (“Sublicensees”) for only such uses and/or Target Systems for which the Software was designed and intended. You agree that any sublicense shall not relieve You from Your obligations under this ELA. The Software includes the run-time files, libraries and executables (“Run-Time Files”) that are bound into Your application by the linker or otherwise required by Your application. You may also distribute separate dynamically-linked or executable Run-Time Files required during the execution of Your End-User Application. Whenever an End-User Application is used internally within Your organization or by outside third parties, You shall contractually require that all Sublicensees abide by the following restrictions: (i) they shall not use the “PGI”, “The Portland Group”, “ST”, or “STMicroelectronics” name, logo, or trademarks in marketing the End-User Application without prior written permission from ST, (ii) they will maintain a valid copyright on the End-User Application, (iii) they will, without limitation, indemnify, hold harmless, and defend ST and other applicable Licensors and their respective affiliates and suppliers from and against any and all claims, lawsuits, costs, and expenses, including attorney’s fees, that arise or result from their use or distribution of the End-User Application, and (iv) they shall strictly prohibit the further distribution of the Run-Time Files by the user of the End-User Application. Notwithstanding the above, the only Run-Time Files that may be distributed as noted in this Section 2B are in the folders or directories whose names begin with “REDIST”.

### **3) Software from Microsoft**

You acknowledge that as part of the Software You may receive Run-Time Files in the form of Microsoft Foundation Classes (“MFCs”), Active Template Libraries (“ATLs”), and/or “C” Runtime files (“CRTs”) in binary form only (“Microsoft Distributable Code”). Notwithstanding any other provision of this ELA, You acknowledge and agree (A) that You have a limited right to use the Microsoft Distributable Code to design, develop, or test for use with the Software only, (B) that You or Your end-users of the Microsoft Distributable Code may only use it to create programs that run natively on Microsoft platforms, and (C) to the following restrictions: You and Your end-users: (i) will not alter any copyright, trademark, patent, or other legal notice or disclaimer in the Microsoft Distributable Code, (ii) will not run the Microsoft Distributable Code on a platform other than a Microsoft platform, and (iii) will not include Microsoft Distributable Code in malicious, deceptive, or unlawful programs. Further, You will require end users of the Microsoft Distributable Code to agree to terms at least as protective as this ELA.

### **4) Software from Sun Microsystems and/or Oracle America, Inc.**

You acknowledge that as part of the Software you are receiving access to Java™ 2 Runtime Environment (J2RE), version 1.4.2 or subsequent versions (“Java Code”). Notwithstanding any other provision of this ELA, You are hereby granted a limited, revocable, nontransferable, and nonexclusive license, without the right to sublicense, to use the Java Code complete and unmodified for the sole purpose of running Java applets and applications intended to run on the Java™ 2 Platform Standard Edition

5.0 (J2SE 5.0) or subsequent versions on Java-enabled general purpose desktop computers and servers.

## **5) Restrictions**

(A) You may make one (1) copy of the Software in machine-readable form, solely for archival or backup purposes, provided the copyright notice and other proprietary legends on the Software are included on any archival/backup copies. You may not modify, adapt, translate, reverse engineer, de-compile, disassemble, or create derivative works, in whole or in part, based on the Software. You may not rent, lease, loan, share, or electronically transfer the Software to others.

(B) The term "proprietary" as used in this ELA or in the Software does not establish a confidential relationship between the Licensor and You and does not in itself provide You any rights to the Software. You acknowledge that the Licensors have valuable intellectual property rights in the Software and agree to respect and protect such intellectual property rights. No right, title, or interest in or to any trademark, service mark, logo or trade name of the Licensors is granted under this ELA.

(C) You acknowledge and agree that the Software is not designed or intended for use in nuclear activities or life support systems. The Licensors disclaim any express or implied warranty of fitness for such uses.

(D) You will not modify or distribute any of the Software so that any part of it becomes subject to an Excluded License. As used in this ELA, an "Excluded License" is one that requires, as a condition of use, modification, or distribution, that (i) the Software be disclosed or distributed in source code form; or (ii) others have a right to modify it, or (iii) the Software loses its proprietary nature. Therefore, without the prior written permission of the applicable Licensors, You may not modify the Software directly in any way. In particular, You may not introduce or commingle with the Software any source or object code that is governed by an open source or public license of any kind.

## **6) Limited Warranty**

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSORS FURTHER DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS ELA OR THE USE OF OR

INABILITY TO USE THE SOFTWARE, EVEN IF THE LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT ST MAY BE HELD LEGALLY LIABLE TO YOU BY A COURT OF COMPETENT JURISDICTION UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, THE MAXIMUM LIABILITY OF THE LICENSORS SHALL NOT EXCEED THE APPLICABLE PURCHASE PRICE OF THE SOFTWARE OR ONE THOUSAND DOLLARS (\$1,000), WHICHEVER IS GREATER.

#### **7) Indemnity and Audit**

(A) You agree to indemnify, defend, and hold the Licensors harmless from and against any and all claims, liabilities, damages, penalties, settlements, and costs and expenses (including, without limitation, reasonable attorneys' fees and court or arbitration costs), asserted by any and all third parties (collectively "Claims") against the Licensors, and their respective employees, directors, officers, and agents alleging or resulting from: (i) Your breach of any term or condition of this ELA; (ii) alleged or actual infringement of the intellectual property or other proprietary rights of a third party by You or Your sublicensees; unauthorized alteration of the Software or derivative products by You or Your sublicensees; (iii) combination of the Software or derivative products with other software, products or materials not in accordance with the terms of this ELA; or (iv) any acts or omissions by You, Your employees, directors, officers, and agents or sublicensees either under this ELA or outside its scope, including personal injury, death, or property damage to anyone or anything.

(B) ST reserves the right, upon reasonable prior written notice to You and during Your normal business hours, to audit Your use of the Software and any derivative products made therefrom to confirm Your compliance with the terms of this ELA.

#### **8) Software Export**

All Software and technical data delivered under this ELA are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that You have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to You.

#### **9) Software Manuals**

All proprietary documentation provided with the Software is copyrighted and may not be copied, photographed, reproduced, translated or reduced to any electronic medium or machine-readable form in whole or in part without the express, written, prior approval of ST.

#### **10) Government Use**

The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and is provided to the U.S. Government only as a commercial end item. Consistent

with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), all U.S. Government licensees and end users acquire the Software with only those rights set forth herein.

### **11) Termination**

The license granted to You in this ELA is effective until terminated. The license may be terminated by ST at any time without prior notice. You may terminate the license at any time by returning and/or destroying the Software together with all copies. Upon termination of the license for any reason, you agree to destroy all copies of the Software.

### **12) Surviving Terms**

In the event this ELA is terminated for any reason, the following provisions shall survive termination and shall remain in full force and effect: 1, 5, 6, 7, 8, 9, 10, 12, and 13.

### **13) Controlling Law and Complete Agreement**

This Agreement shall be construed and interpreted under the laws of the state of New York, not including its conflict of laws principles. If any provision of this ELA, or portion thereof, is found to be unenforceable, that provision shall be enforced to the maximum extent possible and the remainder of this ELA shall continue in full force and effect.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ELA AND AGREE TO BE BOUND BY ITS TERMS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND ST AND THAT IT SUPERSEDES ANY PRIOR AGREEMENT, ORAL OR WRITTEN, ANY PROPOSAL, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND ST RELATING TO THE SUBJECT MATTER OF THIS ELA.