

Gimpel Software LLC

License Agreement for PC-lint PLUS

0. ADDITIONAL TERMS FOR EVALUATION LICENSE

See below for relevant Definitions.

Gimpel grants to *You (Licensed Entity)* a non-exclusive, non-transferrable evaluation license to use *PLUS* under these additional terms and conditions.

- *You* may use this license to test *PLUS* for the purpose of evaluating its capabilities for the potential purchase of a *Team* license for your Company.
- *PLUS* evaluation may take place only during the time frame specified by the license management system
- *PLUS* may be installed and executed only on the machine(s) identified during license creation
- Any and all output generated by *PLUS* during the evaluation period is for evaluation purposes only and may not be used in connection with the development of any software or retained after the evaluation period has ended.

Unless *You* have entered into a duly signed license agreement with Gimpel Software LLC (“*Gimpel*”), to license the software product, PC-lint Plus (“*PLUS*”), your use of *PLUS* will be governed by the following terms and conditions:

1. DEFINITIONS

PLUS means the PC-lint Plus Software.

Gimpel means Gimpel Software LLC.

Licensed Entity (also referred to as *You*) means the organization whose *Team* members are being licensed to use *PLUS* pursuant to the terms of this agreement. *Licensed Entity* will ensure that all licensed *Developers*, whether or not they are formally part of the *Licensed Entity*, shall abide by all terms and conditions of this agreement. e.g. All freelance consultants, independent contractors, etc. that are part of the licensed *Team* shall abide by all terms of this agreement.

Developer means anyone within the purview of the *Licensed Entity* (including employees, consultants, clients, and contractors) whose responsibilities, functions, duties, or obligations involve writing, modifying, maintaining, extending, repairing, testing, auditing, analyzing, verifying, reviewing, or otherwise working with or interacting with the source code of the *Project*.

Project means a defined set of C/C++ source code which is the intended target of analysis by *PLUS* under this agreement.

Team means the complete set of all *Developers* associated with a particular *Project*.

Shared Code means source code developed, modified, or maintained by *Licensed Entity* that is referenced, or used, within *Licensed Entity* outside of *Project*.

2. LICENSE

2.1 Conditions. *Gimpel* grants to *You (Licensed Entity)* a non-exclusive, non-transferrable license to use *PLUS* and associated documentation under the following terms and conditions.

PLUS may be used to analyze any *Project* developed or maintained by *Licensed Entity* provided that all of the *Developers* of said *Project* within the purview of *Licensed Entity* (a.k.a. the *Project's Team*) are licensed *PLUS* users.

When the number of *Developers* on the licensed *Team* is increased beyond the number that is licensed, or a license is needed for a different *Team*, additional licenses must be purchased.

Servers running *PLUS* will be covered by a *Team* license if all the *Developers* who work on the source code being analyzed on the server are licensed under a *Team* license. There are no restrictions on the physical locations of the licensed *Developers* within the *Team* or on the licensed servers.

You may copy *PLUS* and associated documentation into any machine readable or printed form for backup purposes in support of your use of *PLUS*.

2.2 Limitations. Analyzed *Projects'* entire analysis environment may include *Shared Code* only when one or more of the following is true for every instance of *Shared Code* appearing therein:

- Within the *Licensed Entity*, all instances of *Shared Code* exist only within those *Projects* whose *Teams* are licensed to use *PLUS*.
- The implementation of *Shared Code* is not analyzed by *PLUS* (e.g. only declarations exposed via header files are made available to *PLUS*).
- Those projects that are developed by unlicensed *Teams* and that use *Shared Code* will not benefit from the analysis of such *Shared Code* (i.e. *PLUS* output and source code modifications to *Shared Code* which are made as a result of *PLUS* analysis will not be made available outside of the licensed *Teams*).
- The *Shared Code* is open-source or third-party code (1) that is not significantly modified, or (2) where the modifications consist entirely of bug fixes that are the result of using *PLUS*.

The output of *PLUS*, and all derivatives thereof, may not be distributed outside of *Licensed Entity* without the written permission of *Gimpel*.

Exception: The output of *PLUS*, when used to analyze a limited portion of artificially constructed code or isolated bugs in publicly available open-source code, may be distributed outside of *Licensed Entity* exclusively for the purpose of promoting *PLUS* by demonstrating the capabilities of *PLUS*.

You may not use, copy, or modify *PLUS*, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license agreement or in a written and duly signed agreement with *Gimpel*.

You may not decompile or reverse engineer *PLUS*.

You may not attempt to circumvent or interfere with any license management tool provided to regulate the use of *PLUS*.

Without the express written permission of *Gimpel*, *You* may not transfer possession of any copy, modification, or merged portion of *PLUS* to any party that is not licensed to use *PLUS*.

2.3 Term. The rights granted under this license are perpetual unless and until terminated in one of the following ways. **You** may terminate the rights granted under this license at any time by removing **PLUS** from your system, together with ALL copies, modifications, and merged portions in any form. The rights granted under this license will also terminate if **You** fail to comply with any term or condition of this agreement. **You** agree upon such termination to remove **PLUS** from your system, together with ALL copies, modifications and merged portions in any form.

3. REASSIGNMENT OF DEVELOPER LICENSE

This is a **Team** license, NOT a floating or concurrent license, therefore these restrictions apply. Licenses may be reassigned from one licensed **Developer** to a replacement **Developer** subject to the following restrictions:

- When a licensed **Developer** leaves a licensed **Team**, his/her license may be released and reassigned to a replacement **Developer** within the licensed **Team**.
- For every licensed **Developer** within your **Team**, **You** may reassign a license to a new Replacement **Developer** 2 times during any 12 month period.

4. ORDERING REQUIREMENTS

To order a license for **PLUS**, the size of your **Team** (number of **Developers**) and the name of your **Team** must be specified in your formal Purchase Order and this information will also be specified on the invoice that is produced by **Gimpel** in response to your Purchase Order.

5. OWNERSHIP

License to use **PLUS** does not confer title or ownership of **PLUS**. All proprietary rights whether created by statute or arising at common law or in equity remain with **Gimpel**.

Whenever **You** make any formal (written, printed or oral) reference to **PLUS**, such representation shall be accompanied by a reference to **Gimpel** as the developer of **PLUS**. However, such reference shall not be represented as an endorsement by **Gimpel**.

You agree that **You** will not represent **Gimpel** as endorsing or making specific claims regarding your organization, your products or your services thereof without the express written permission of **Gimpel**.

6. THIRD PARTY SOFTWARE

PLUS may contain open source or community source software which is provided under separate license terms. The applicable License Terms and Copyright information can be found in the "Reference Manual for PC-lint Plus" in the Chapter titled "Open Source Declarations".

7. LIMITED WARRANTY

Gimpel does not warrant that the functions contained in **PLUS** will meet your requirements or that the operation of **PLUS** will be uninterrupted or error free.

PLUS IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF **PLUS** IS WITH **YOU**. SHOULD **PLUS** PROVE DEFECTIVE, **YOU** ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR AND CORRECTION, AND **YOU** AGREE TO HOLD HARMLESS AND INDEMNIFY **GIMPEL**.

8. GENERAL

You agree that *Gimpel* may use your company name to identify **You** as a Licensee of **PLUS** on the gimpel.com website, and within other marketing materials.

This agreement shall be governed by the laws of the Commonwealth of Pennsylvania and subject to the jurisdiction and venue thereof exclusively, to the extent permitted by law.

You and *Gimpel* agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

You acknowledge that **You** have read this agreement, understand it and agree to be bound by its terms and conditions. **You** further agree that it is the complete and exclusive statement of the agreement between us, which supersedes any proposal or prior agreement, oral or written and any other communications between us relating to the subject matter of this agreement.