ANALYTICAL GRAPHICS, INC. (AGI)

CODE EXAMPLES LICENSE AGREEMENT

By using any portion of the Code Examples, You accept the Terms & Conditions of this Agreement.

GRANT OF LICENSE

AGI grants to You a, perpetual, worldwide, non-exclusive, no-charge, royalty-free, license to use, reproduce, sublicense, and distribute the Code Examples, in whole or in part, for either internal use or in your products. However, You shall not separately license, lease, or sell the Code Examples to any other party.

INTELLECTUAL PROPERTY AND OWNERSHIP

AGI retains ownership of all rights, title, and interest in and to all intellectual property rights associated with those Code Examples created by AGI. This Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Code Examples, and/or to the features or information therein except as may be explicitly stated in writing in this Agreement. All rights not expressly granted by AGI are reserved.

DISCLAIMER OF WARRANTY

THE CODE EXAMPLES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACCEPT ALL RESPONSIBILITY AND LIABILITY RESULTING FROM THE SELECTION OF THE CODE EXAMPLES TO ACHIEVE YOUR INTENDED RESULTS AND ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING OR REDISTRIBUTING IT AND ASSUME ANY RISKS ASSOCIATED WITH YOUR EXERCISE OF PERMISSIONS ON THIS LICENSE. AGI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CODE EXAMPLES WILL BE UNINTERRUPTED OR ERROR FREE.

LIMITATION OF LIABILITY

IN NO EVENT WILL AGI OR ITS SUPPLIERS, DISTRIBUTORS, OR DEALERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, OR OTHER DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE CODE EXAMPLES, OR A LOSS OF DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, EVEN IF AGI HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, NOR SHALL AGI BE LIABLE FOR ANY SIMILAR CLAIM AGAINST YOU BY ANY OTHER PARTY. AGI SHALL HAVE NO OTHER OBLIGATIONS UNDER THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY OR CONTRIBUTION.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless AGI and its suppliers from any and all claims or lawsuits, including attorney's fees, arising out of or in connection to your use, reproduction, and/or distribution of the Code Examples.

EXPORT CONTROL REGULATIONS

You acknowledge and agree that the Code Examples provided under this Agreement are subject to U.S. Export Control Regulations and Laws, including but not limited to the Export Administration Regulations (EAR) and as may be applicable, the International Traffic in Arms Regulations (ITAR), and may be subject to the import or export regulations of other countries.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to the PA conflict of laws principles.

REDISTRIBUTION

If You redistribute the Code Examples, in whole or in part, You must provide a copy of this License Agreement to any other recipient of the Code Examples, and include the following copyright notice:

© 2020 Analytical Graphics, Inc.