NON-COMMERCIAL SOFTWARE LICENSE AGREEMENT

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1. **SCOPE**.
    - This Agreement describes the licensing of the Software provided to User on a non-commercial basis.
    - If User desires to use the Software on a commercial basis, it must separately purchase a commercial-use license from RTL.

2. **LICENSE**. Subject to the other terms of this Agreement, RTL grants User a perpetual, free-of-charge, non-exclusive, non-transferable, non-commercial license to:

    a. Use the Software only (i) in an educational institution environment, (ii) in a personal capacity, or (iii) for non-commercial, evaluation purposes in User's internal business operations, subject to Section 3 (a) below;
    b. Make derivative works of the source code snippets provided with the Software, and to operate and distribute such derivative works, but only when combined with RTL Software.
    c. Make one copy of the Software for archival and backup purposes.

3. **RESTRICTIONS.** User is specifically prohibited from:

    a. Transferring, assigning, sublicensing, or renting the Software or using it in any type of software service provider or outsourcing environment where the functionality of the Software is provided to a third party;
    b. Causing or permitting the reverse engineering, decompiling, disassembly, or translation of the Software to discover the source code or create a functional equivalent; or
    c. Evaluating or using, or facilitating the evaluation or use, of the Software for the purpose of competing with RTL.

    RTL reserves all rights not expressly granted.

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    a. **Proprietary Rights.** The Software, workflow processes, user interface, designs, know-how and other technologies provided by RTL as part of the Software are the proprietary property of RTL and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with RTL and its licensors. The Software is protected by applicable copyright and other intellectual property laws. User may not remove any product identification, copyright, trademark or other notice from the Software. Third party contractors of User may use or access the Software, but User will be liable for any breaches of this Agreement by such contractors.

    b. **Mutual Confidentiality**. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Agreement.

        Confidential Information *means* all information that is disclosed to the recipient (**Recipient**) by the discloser (**Discloser**), and includes, among other things:
        - any and all information relating to products or services provided by a Discloser, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts;
        - as to RTL the Software and the terms of this Agreement.

        Confidential Information *excludes* information that:
        - was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser;
        - is or becomes a matter of public knowledge through no fault of Recipient;
        - is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or
        - is independently developed by or for Recipient without use or access to the Confidential Information.

        Recipient may disclose Confidential Information if required by law, but it will attempt to provide notice to the Discloser in advance so it may seek a protective order. Each party acknowledges that any misuse of the other party's Confidential Information may cause irreparable harm for which there is no adequate remedy at law. Either party may seek immediate injunctive relief in such event.

5. **DISCLAIMER OF WARRANTIES**. THE SOFTWARE IS PROVIDED AS-IS. RTL DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER UNDERSTANDS THAT THE SOFTWARE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

6. **TERMINATION**. Either party may terminate this agreement immediately upon a material breach of the other party. Upon termination of this agreement, User must discontinue using the Software, de-install and destroy or return the Software and all copies, within 5 days. Upon RTL' request, User will provide written certification of such compliance.

7. **LIMITATION OF LIABILITY.** EXCEPT WHERE THIS EXCLUSION OR RESTRICTION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE STATUTE OR REGULATION, IN NO EVENT SHALL RTL OR ITS LICENSORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF RTL OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RTL OR ITS LICENSORS' LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY USER FOR THE RTL SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM. IN THE EVENT THAT NO AMOUNT WAS PAID, RTL SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER.

8. **CONTROLING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CHOICE OF LAW RULES.

9. **OTHER TERMS**.

   a. **Entire Agreement.** This document contains the entire Agreement relating to this subject matter and supersedes all prior or contemporaneous agreements, written or oral, between the parties. Any terms or conditions appearing on any purchase order issued by User that add to or conflict with this Agreement will not be effective unless an authorized representative of RTL specifically agrees to them in writing. This Agreement may not be modified except by written document signed by an authorized representative of each party. The terms of this Agreement, including without limitation, the licensing and assignment provisions shall be binding upon User's heirs, successors in interest and assigns. The provisions of this section shall survive the termination or expiration of this Agreement.

   b. **Assignment, Transfer and Relocation**. User may not relocate, sublicense, assign or otherwise transfer this Agreement, or the licenses, rights and duties under it, whether by operation of law or otherwise ("attempted transfer") without RTL's prior written consent. Any attempted transfer without RTL's prior written consent shall be a material breach of this Agreement.

   c. **Independent Contractors.** The parties are independent contractors with respect to each other.

   d. **Enforceability**. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect.

   e. **Survival of Terms and Force Majeure**. All terms that by their nature survive termination or expiration of this Agreement, will survive. Neither party is liable for force majeure events.

   f. **Audit.** User shall keep all necessary accounting records for purposes of determining compliance with its obligations under this Agreement. RTL or its representative shall have the right to audit, by prior appointment, during normal business hours and not more frequently than once per year, User's relevant records and accounts that may contain information regarding User's exercise of its rights and the performance of its obligations under this Agreement. Any information so revealed to RTL shall be kept in confidence and used solely for the purpose of verifying User's compliance with this Agreement. The rights and obligations of this section shall survive the expiration or termination of this Agreement.

   g. **Export Compliance.** Portions of the Software contain encryption technology. User must comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations. Specifically, User covenants that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Software (including products derived from or based on such technology) to any other person, entity or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the applicable government authority.

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