

RP Optimization Research LLC
CGPOPS Order Form

CGPOPS is distributed as C++ source code via electronic download. CCGPOPS requires the use of a C++ compiler along with the NLP solver IPOPT along with any libraries and other third-party dependencies for IPOPT.

Duration of License: One Year from Receipt

Price (Please Choose One):

U.S. Government Institution License Options

Site – Wide: \$10800.00

Academic Institution License Options

Single User: \$360.00

Department – Wide: \$1800.00

Institution – Wide: \$3600.00

Not-For-Profit Institution License Options

Single User: \$3600.00

Site – Wide: \$18000.00

Institution – Wide (Within a Single Country): \$36000.000

Commercial Institution License Options

Single User: \$10800.00

Site – Wide: \$54000.00

Institution – Wide (Within a Single Country): \$108000.00

Shipping: Electronic Download (No Charge)

Please provide the following information:

Name:

Title:

Address:

E-mail:

Phone:

We accept payments via credit card or via wire transfer. Payment will be handled once the licensing agreement has been signed.

CGPOPS Licensing Agreement

This Agreement made effective as of the date executed by the last of the parties hereto, is entered into by and between RP OPTIMIZATION RESEARCH LLC incorporated under the laws of the State of Florida, USA (hereinafter referred to as "RPOPT") and an institution with principal headquarters located at (please provide address of facility)

(hereinafter referred to as the "LICENSEE"). This agreement is entered into by and between RPOPT and the LICENSEE subject to the following terms and conditions:

1. BACKGROUND

- a. A computer software system designated CGPOPS has been developed and is the intellectual property of Anil V. Rao and Yunus Agamawi.
- b. The authors have certain copyright rights by assignment in the Software Components described herein sufficient to enable it to grant the licenses granted herein.
- c. LICENSEE wishes to acquire CGPOPS and RPOPT is willing to grant non-exclusive rights to use CGPOPS.
- d. RPOPT have distributed CGPOPS to certain organizations with no provision for support, on a non-exclusive, nontransferable basis.

2. LICENSE

- a. RPOPT grants and the LICENSEE accepts a fully paid, nonexclusive, non-transferable, and perpetual license to use the CGPOPS computer software (hereinafter referred to as the "PROGRAM") and associated documentation as RPOPT has available subject to the terms hereof.
- b. The PROGRAM furnished hereunder shall consist of C++ source code.
- c. The PROGRAM furnished hereunder has been used as a research tool and a design aid; it is not product-quality software. RPOPT is providing the PROGRAM at LICENSEE's request solely as "research data" on an "as is, with all defects" basis, without maintenance, debugging, support or improvements.
- d. The associated PROGRAM documentation furnished hereunder shall consist of a CGPOPS Reference Guide.
- e. Copyright and trademark rights in the PROGRAM and associated documentation furnished hereunder are retained by RPOPT; the LICENSEE shall take all reasonable precautions to preserve RPOPT's copyright and trademark therein. Nothing herein shall be construed as permitting LICENSEE (a) to use the mark CGPOPS in connection with any product or service offered by LICENSEE, or (b) to exercise any right, except as specified in this Agreement, under copyright.

3. TERM

- a. This Agreement shall become effective on the date that it is accepted by RPOPT and shall remain in effect for one year from that date. Once the one-year period has elapsed, the LICENSEE agrees to either discontinue use of the PROGRAM or agrees to purchase a renewal license. The renewal license will be set at a price that is 20 percent less than the price paid at the time of the first-time purchase.

- b. Upon termination of this Agreement, LICENSEE shall either (i) destroy all copies of the PROGRAM; or(ii) return all copies to RPOPT.

4. LICENSE FEE

- a. Upon execution of this Agreement, LICENSEE agrees to pay to RPOPT an annual fee that is set based on the license chosen on the order form found on the first page of this document. This payment is considered a “first-time” purchase. As stated in item 3a above, a renewal after one year will be at a price that is 20 percent less than this “first-time” purchase (where, again, this 20 percent discount is based on the license chosen on the first page of this order form).
- b. Payment shall be made in United States Currency either via credit card or bank wire transfer. The payment is made to

RP OPTIMIZATION RESEARCH LLC
1157 SW 83rd Way
Gainesville, FL 32607
Tel: 352 – 672 – 1529
E-mail: rpoptresearch@gmail.com

- c. Payment shall be sent with one fully completed copy of this Agreement to the e-mail address given in 4d.

5. SCOPE OF LICENSE

- a. The license granted by this agreement and the licensed PROGRAM may not be assigned, sublicensed or otherwise transferred by the LICENSEE, other than to wholly owned subsidiaries of the LICENSEE

6. COMPUTER SYSTEMS

- a. The parties hereto agree that the licensed PROGRAM may be used only within a single country in which the LICENSEE is based.

7. TECHNICAL COMMUNICATIONS

- a. For the purposes of technical communication between RPOPT and the LICENSEE, the LICENSEE designates the following person to communicate with RPOPT regarding the PROGRAM:

Name:
Title:
Address:
Telephone:

- b. If the LICENSEE replaces, within 5 years, the aforementioned designated person with another person, the LICENSEE is requested to give written notice to RPOPT of the name of such person.
- c. LICENSEE SHALL REFRAIN FROM CONTACTING THE UNIVERSITY OF FLORIDA WITH ANY QUESTIONS CONCERNING THEPROGRAM. ALL INQUIRES SHOULD BE DIRECTED TO RPOPT.

8. DELIVERY OF SOFTWARE

- a. Upon acceptance of this Agreement by RPOPT and receipt of the royalty fee set forth in Paragraph 4 hereof, RPOPT agrees to deliver the PROGRAM via electronic

download, the associated documentation as set forth in Paragraph 2 hereof, and one fully executed copy of this Agreement to the LICENSEE's designated person in Paragraph 7 hereof.

- b. The LICENSEE agrees to accept the PROGRAM as delivered and it is understood that RPOPT will provide no maintenance, installation services, debugging, improvements, or support of any kind.
- c. A fee-based support may however be made available on request.

9. LIMITATION OF LIABILITY

- a. RPOPT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, RPOPT MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE USE OF THE LICENSED SOFTWARE COMPONENTS OR DOCUMENTATION WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. RPOPT SHALL NOT BE HELD LIABLE FOR ANY LIABILITY NOR FOR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY CLAIM BY LICENSEE OR ANY THIRD PARTY ON ACCOUNT OF OR ARISING FROM THIS AGREEMENT OR USE OF THE PROGRAM.

10. PROGRAM IMPROVEMENTS

- a. Changes made by the LICENSEE to the PROGRAM, which would not constitute a copyright infringement to the PROGRAM, are the sole property of the LICENSEE. However, upon request, LICENSEE may provide RPOPT with a royalty-free, non-exclusive license to such changes upon mutually agreeable terms and conditions.

11. TITLE

- a. RPOPT reserves the right to grant any rights to the PROGRAM to other persons or entities upon such terms and conditions as RPOPT shall accept.
- b. The LICENSEE agrees not to alter, change, or remove from the PROGRAM any identifications, including copyright and trademark notices, which indicate ownership thereof by RPOPT or others.

12. USE RESTRICTIONS

- a. The LICENSEE agrees that the PROGRAM is provided solely for the use of the LICENSEE.
- b. The LICENSEE agrees not to knowingly duplicate, provide, or otherwise make available the PROGRAM or any other material provided in support of the PROGRAM, including but not limited to documentation and the PROGRAM code, in any form, to any person, party, or entity without the prior written consent of RPOPT. Such prohibitions shall not apply to disclosure or duplication by the LICENSEE to its employees and consultants to the extent that such disclosure is reasonably necessary to the LICENSEE's use of the PROGRAM.
- c. The LICENSEE agrees not to use any portion of the PROGRAM in any machine-readable form outside the scope of this license agreement.
- d. The LICENSEE agrees that it will take appropriate action with its employees and consultants, by agreement or otherwise, to satisfy its obligations under this Agreement with respect to use, copying, transference, protection, and security of

the PROGRAM, and any other materials provided by RPOPT to the LICENSEE as a result of this Agreement.

13. GOVERNING LAW

- a. The CGPOPS software, ideas, and accompanying documentation are protected by the United States Copyright law and by the International Treaty provisions. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Florida.

14. INTERPRETATION

- a. Alterations of or additions to this Agreement shall be made only in writing and duly executed by representatives of both parties. No waiver shall be binding unless signed by the party to be charged.
- b. This Agreement cancels and supersedes all previous statements, verbal or written, concerning the dealings between the parties regarding the rights granted hereunder and represents the complete agreement between the parties with respect to those rights.

15. EXPORT

LICENSEE warrants that LICENSEE will not export or reexport, directly or indirectly: (i) the Program or any portion thereof, or (ii) any direct product (including equipment, processes or services) produced by use of the Program, or (iii) any product of a complete plant or of the Program, to any country except when such export or reexport is authorized in full compliance with the laws and regulations of the United State of America.

Only the terms of this license agreement will apply; no other terms, whether they be on a purchase order or elsewhere, will apply to the purchase and use of CGPOPS.

RP OPTIMIZATION RESEARCH LLC

Sign:

Print:

Title:

Date:

LICENSEE:

Sign:

Print:

Title:

Date: