

## License Agreement

Copyright © 2017 Hamilton Software, Inc. All rights reserved. This software is the property of Hamilton Software, Inc. and is copyrighted. Any reproduction in whole or in part is strictly prohibited. All other brand and product names, fonts, and company names and logos are trademarks or registered trademarks of their respective companies.

ATTENTION: THIS IS A LICENSE, NOT A SALE. THIS PRODUCT IS PROVIDED UNDER THE FOLLOWING LICENSE AGREEMENT AND ALL APPLICABLE ADDENDA ("LICENSE") WHICH DEFINE WHAT YOU MAY DO WITH THE PRODUCT AND CONTAIN LIMITATIONS ON WARRANTIES AND/OR REMEDIES. THIS LICENSE IS GRANTED BY HAMILTON SOFTWARE, INC. CAREFULLY READ THIS LICENSE BEFORE USING THIS PRODUCT. INSTALLING, COPYING, OR OTHERWISE USING THIS PRODUCT INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS LICENSE AND AGREE TO BE BOUND BY AND COMPLY WITH ITS TERMS. THIS LICENSE AGREEMENT IS YOUR PROOF OF LICENSE. PLEASE TREAT IT AS VALUABLE PROPERTY.

### GENERAL LICENSE AGREEMENT

#### A. LICENSE:

Hamilton Software, Inc. ("HSI", "we" or "us") provides you with computer software, including its code, objects including their APIs as well as any images, photographs, templates, animations, video, audio, and text incorporated into the software, the accompanying storage media containing the software, an activation keycode, a License, and online or electronic documentation (together called the "Product") and we grant you a license to use the Product in accordance with the terms of this License. Any supplemental software code and supporting materials provided to you as part of support services provided by Hamilton Software, Inc. for the Product shall be considered part of the Product and subject to the terms and conditions of this License. The copyright and all other rights to the Product shall remain with us or our licensors.

#### B. YOU MAY:

1. install and use one copy of the Product on a single computer.
2. store or install a copy of the Product on a storage device, such as a network server, used only to install or run the Product on your other computers over an internal network; however, you must acquire and dedicate a license for each separate computer on which the Product is installed or run from the storage device.
3. make one copy of the Product for archive or backup purposes.
4. transfer the Product to someone else only if you assign all of your rights under this License, cease all use of the Product, erase or destroy any copy (including the hard disk copy) made in support of your use of the Product, and

ensure that the person to whom you wish to transfer the Product agrees to the terms of this License.

5. if you have purchased this Product as an upgrade of an HSI product, you may continue to use your upgraded product with this Product only in accordance with this License. If you transfer this Product, you must either transfer the upgraded product at the same time you transfer the Product or destroy the upgraded product at the same time you transfer the Product. To use any Product identified as an upgrade, you must first be licensed for the Product identified by HSI as eligible for the upgrade.

6. freely copy and distribute reports, graphs, screen shots, and other output generated using the Product, provided you (a) do not use the logo, name, or trademarks of HSI or its licensors other than to indicate that the output was created using the Product, and (b) indemnify HSI and its licensors against any claims or lawsuits arising from your use or distribution of the Product output. You are responsible for all implied advice, guidance, recommendations, or consequential actions resulting from your use or distribution of the Product output.

C. YOU MAY NOT:

1. use the Product or make copies of any portion of it except as permitted in this License.
2. translate, reverse engineer, decompile, or disassemble the Product.
3. rent, lease, assign, resell for profit, or transfer the Product or its activation keycode except as set out in paragraph B above.
4. modify the Product or merge all or any part of the Product with another program.
5. redistribute any components or activation keycodes included with the Product.
6. separate the component parts of the Product for use on more than one computer.

D. ADDITIONAL SOFTWARE/SERVICES:

We reserve the right to discontinue any HSI internet-based services such as updates, supplements, add-on components, or internet-based services components of the Product provided to you or made available to you through the use of the Product.

E. LINKS TO THIRD PARTY ON-LINE SERVICES:

Certain functionality of the Product may require separately acquired on-line services. Neither the Product nor this License gives you any rights to use the internet or any on-line or other services or software that may be necessary to use all features associated with the Product. HSI has no affiliation with third

party sites or services, and is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. HSI is providing links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by HSI of the third-party site or service. Be aware that data and information provided by third-party sites or services may be subject to Terms of Use specified by the third-party site or service, which you agree to abide by when you use the Product to access data or information provided by the third-party site or service.

#### F. STATISTICS AND REGULATORY INFORMATION:

Certain functionality of the Product may require the use of embedded statistical data and/or information pertaining to U.S. tax laws or other financial regulations. You are aware that the Product is not intended to offer any tax, legal, or investment advice, and HSI does not guarantee the accuracy, correctness or timeliness of any such information contained within, used by, or provided by the Product.

#### G. GIPS® COMPLIANCE:

The Product uses methods defined by the Global Investment Performance Standards (GIPS®) administered by the CFA Institute (formerly the Association for Investment Management and Research (AIMR)) to perform calculations documented within the Product as "meeting GIPS standards", "GIPS-compliant", or "AIMR-compliant". You understand that such terminology does not mean the Product or its output is GIPS-compliant, only that calculations identified as such follow methods described within the standard. GIPS-compliance is composed of many requirements of which calculation methodology is only one. You bear full responsibility for the use and interpretation of the Product and its output in accordance with GIPS guidelines. While HSI makes efforts to maintain the integrity of calculations documented as "GIPS" in accordance with GIPS definitions, HSI cannot and does not claim the Product or its output to be GIPS-compliant.

#### H. TERM:

This license shall remain in effect only for so long as you are in compliance with the terms and conditions of this agreement. This license will terminate if you fail to comply with any of its terms or conditions. You agree, upon termination, to destroy all copies of the Product. The Limitations of Warranties and Liability set out below shall continue in force even after any termination.

#### I. WARRANTY:

WE WARRANT THAT ANY STORAGE MEDIA PROVIDED WITH THIS PRODUCT WILL BE FREE FROM DEFECT IN MATERIALS AND WORKMANSHIP FOR THIRTY (30) DAYS FROM THE DATE YOU

ACQUIRE IT. IF SUCH A DEFECT OCCURS, RETURN THE MEDIA TO US AT, HAMILTON SOFTWARE, INC. 6432 E MINERAL PL, CENTENNIAL, COLORADO 80112, AND WE WILL REPLACE IT FREE OF CHARGE. THIS REMEDY IS YOUR EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.

J. LIMITATION OF WARRANTIES AND LIABILITY:

EXCEPT FOR THE EXPRESS WARRANTY ABOVE, THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. YOU ACCEPT THAT NO SOFTWARE IS ERROR-FREE AND YOU ARE STRONGLY ADVISED TO BACKUP YOUR FILES REGULARLY. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCT IS ASSUMED BY YOU. NEITHER WE NOR OUR DEALERS OR SUPPLIERS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. WE ARE ALSO NOT RESPONSIBLE FOR CLAIMS BY A THIRD PARTY. OUR MAXIMUM AGGREGATE LIABILITY TO YOU AND THAT OF OUR DEALERS AND SUPPLIERS SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH.

K. PRODUCT SUPPORT:

Product support is not provided by HSI as part of this agreement. While we may voluntarily attempt to remedy problems which we, you, or other users discover during the use of the Product, we make no warranty and are under no obligation to remedy any such problems. In the event we attempt to provide support services to you, we may use technical or personal information gathered as part of such support services solely to improve our products or to provide services to you and will not disclose this information in a form that personally identifies you.

L. U.S. GOVERNMENT RIGHTS:

With respect to any acquisition of the Product by or for any unit or agency of the United States Government (the "Government"), the Product shall be classified as "commercial computer software", as that term is defined in the applicable provisions of the Federal Acquisition Regulation (the "FAR") and supplements thereto, including the Department of Defense FAR Supplement (the "DFARS"). The Product was developed entirely at private expense, and no part of the Product was first produced in the performance of a Government contract.

M. EXPORT RESTRICTIONS:

You acknowledge that the Product is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

N. USAGE ANALYTICS AND TELEMTRY:

The Product may transmit usage analytics ("telemetry") to our server as part of a standard log, which may include your location, IP address, and Product version information. You have the option of disabling the transmission of telemetry at any time via the Product's user interface ("Options" menu).

O. GENERAL:

This License is the entire agreement between us, superseding any other agreement or discussions, oral or written, and may not be changed except by a signed agreement. This License shall be governed by and construed in accordance with the laws of the U.S. State of Colorado. If any provision of this License is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be severed from the License and the other provisions shall remain in full force and effect.

TRIAL VERSION ADDENDUM TO THE GENERAL LICENSE AGREEMENT

IF THIS PRODUCT IS IDENTIFIED AS A TRIAL VERSION, YOUR USE OF THE TRIAL VERSION PRODUCT IS GOVERNED BY THE TERMS OF THE GENERAL LICENSE AGREEMENT AS MODIFIED BY THE TERMS OF THIS TRIAL VERSION ADDENDUM. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE GENERAL LICENSE AGREEMENT AND THIS TRIAL VERSION ADDENDUM, THE TERMS OF THE TRIAL VERSION ADDENDUM SHALL GOVERN.

THE PRODUCT IS A 10-DAY TRIAL VERSION ONLY AND WILL BECOME INOPERABLE 10 DAYS AFTER INSTALLATION. AFTER THIS DATE, YOU WILL NOT BE ABLE TO ACCESS ANY FILES CREATED WITH THIS TRIAL VERSION UNLESS YOU HAVE ACTIVATED THE PRODUCT FOR PERMANENT USE BY PURCHASING A LICENSE FOR THE RETAIL VERSION.

YOU ARE GRANTED A LICENSE TO USE THE TRIAL VERSION OF THE PRODUCT ONLY. SUCH LICENSE SHALL CONTINUE FOR THE PERIOD SET OUT ABOVE, AFTER WHICH TIME YOUR LICENSE TO USE THE TRIAL VERSION SHALL TERMINATE.

ANY ATTEMPT TO CIRCUMVENT ANY EXPIRY DATE TECHNOLOGY/TIME BOMB MECHANISM OR OTHER MECHANISM CONTAINED WITHIN THE SOFTWARE WHICH IS INTENDED TO LIMIT YOUR ABILITY TO USE THE SOFTWARE TO A SPECIFIED PERIOD IS A VIOLATION OF THIS

LICENSE. ANY ATTEMPT TO CIRCUMVENT ANY SUCH EXPIRY DATE TECHNOLOGY/TIME BOMB MECHANISM SHALL RESULT IN THE IMMEDIATE TERMINATION OF YOUR LICENSE TO USE THE SOFTWARE.

Revised: March 2017