

TRIAL USE LICENSE AGREEMENT

(“*Customer*”)

(Address)

(eMail)

1. GRANT OF LICENSE. During the Term, AMPL Optimization LLC (“*Company*”) hereby grants to Customer a revocable, non-exclusive, non-transferable, limited license solely for Customer, Customer's current employees or Customer’s current students: (a) to evaluate the Products; or (b) to use the Products for educational or scientific purposes subject to the terms and conditions specified herein. Customer shall not: (c) use the Products for commercial or live production purposes; (d) distribute or permit any third party to access or use the Products; or (e) decompile, modify, disassemble, reverse engineer or circumvent the time limitation mechanisms or other restrictions in the Software. “*Products*” means the object-code version of the computer programs (“*Software*”) and any related documentation provided by Company to Customer.

2. OWNERSHIP. Company and its licensors retain all title to and ownership rights in the Products and Confidential Information including, without limitation, all trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights. Except as expressly provided for herein, no other rights to the Products are provided or granted hereunder.

3. CONFIDENTIALITY. “*Confidential Information*” means the Products and any other material or information of Company, in whatever form, that is provided or disclosed to Customer. Customer agrees to take all precautions necessary to safeguard the confidentiality of the Confidential Information. Customer shall not alter any notice placed on the Confidential Information. Customer shall not disclose the Confidential Information or any portion thereof to any third party. Customer acknowledges that any unauthorized use or disclosure of Confidential Information may cause irreparable harm to Company.

4. TERM AND TERMINATION. The “*Term*” shall be from the date this Agreement is signed by both parties until the date Customer receives notice of termination of this Agreement from Company in Company’s sole discretion or, if no such notice is given, the later of: (a) the expiration date included in the transmittal message provided by Company to Customer and included in the version number of the Software provided to Customer (“*Initial Period*”); or (b) the date included in any supplemental files that Company in its sole discretion may provide to Customer for use with the Software to extend the Initial Period. This Agreement and license shall expire upon expiration of the Term. Upon expiration or termination of this Agreement, Customer immediately shall destroy or return to Company all Confidential Information. The provisions of Sections 2, 3, 4, 5 and 6 shall survive the expiration or termination of this Agreement.

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE PRODUCTS AND CONFIDENTIAL INFORMATION ARE PROVIDED “AS IS”. COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NEITHER COMPANY NOR ITS LICENSORS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL, OR DAMAGES FOR LOST PROFITS.

6. MISCELLANEOUS. The laws of the State of Illinois shall govern this Agreement. Any suit or proceeding relating to this Agreement shall be brought only in Cook County, Illinois. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements. This Agreement may not be assigned or modified without the express written consent of Company. Further information on Product is available by viewing www.ampl.com or by contacting Company at info@ampl.com.

THIS AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

AMPL OPTIMIZATION LLC

CUSTOMER

(if academic)

By: _____
(signed)

By: _____
(signed)

Title: _____

Title: _____

Name: _____
(printed)

Name: _____
(printed)

Date: _____

Date: _____

Hardware & Operating System: _____

Solvers to include
(Gurobi, CPLEX, KNITRO, CONOPT, MINOS, SNOPT available): _____