

NON-COMMERCIAL DEVELOPMENT AND DEPLOYMENT AGREEMENT

This Non-Commercial Development and Deployment Agreement (the “**Agreement**”) is entered into at the moment that you download your AirConcurrentMap software and unzip or otherwise open it to see the program, licenses, and documentation that is included in your ZIP, RAR, or other type of container. If you do not agree with the content of this License Agreement, you must delete all of the program files, documents, and licenses that you have downloaded. If you need to communicate with Boiler Bay, you can send email to support@boilerbay.com or write to our P.O. Box.

The software called AirConcurrentMap (hereinafter referred to as the "Software") is licensed, not sold, to Licensee by Boiler Bay for non-commercial use subject to the terms of this Agreement, and Boiler Bay reserves any rights not expressly granted to Licensee. Licensee owns the media on which the Software is recorded or fixed, but Boiler Bay and its licensors retain ownership of the Software itself.

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms are defined as below.
 - a. ***AirConcurrentMap*** is a particular product that is conformant to at least the Maps as defined in the Java collections framework.
 - b. ***Deployment*** is any work that includes the AirConcurrentMap product. If your program invokes or calls methods or functions of AirConcurrentMap or loads it or causes it to be loaded into a Java Virtual Machine, the resulting program is a Deployment.
 - c. ***Software Developer*** is any person who has checked in documents or program source code or any other information into any Repository containing AirConcurrentMap.
 - d. ***Non-Commercial Purpose.*** Examples of Non-Commercial Purposes include teaching, academic research, public demonstrations and personal experimentation or other uses which do not further a commercial enterprise. The Software may be distributed with books or other teaching materials, or published on websites, that are intended to teach the use of the Software for academic or other non-commercial purposes.
 - e. ***Commercial License*** is a license granted to use the Software for a Commercial Purpose. Each separate Commercial Purpose requires a separate license fee. The fees may decrease with the number of Commercial Purposes licensed for a particular Commercial Enterprise.
 - f. ***Support License*** is granted to every Commercial Licensee as part of this Agreement.

- g. **Source Code License** is the License that allows Licensee to access and modify the Source Code under restrictions described in that License Agreement.

2. **LICENSE RESTRICTIONS AND GRANTS.** The license grant herein is subject to all of the terms of this Agreement.

License Restrictions. Licensee shall not under any circumstances attempt, or knowingly permit or encourage anyone, inside or outside of Licensee's organization to decompile, decipher, disassemble, reverse engineer or otherwise decrypt or discover the source code for the Software. Licensee shall not copy or transmit any portion of the Software or any email or other documentation provided in support thereof except as authorized below. The Software is licensed, not sold, to Licensee. All rights not specifically granted herein shall be retained by Boiler Bay and its licensors. Licensee shall not remove, efface or obscure any copyright, United States Patent, or other proprietary notices or legends from any portion of the Software and shall reproduce all such notices and legends if licensed below to reproduce the Software.

3. **Non-Commercial Use and Deployment License.**

You may use, copy, reproduce, and distribute this Software for any non-commercial purpose, subject to the restrictions herein. Some purposes which can be non-commercial are teaching, academic research, public demonstrations and personal experimentation. You may also distribute this Software with books or other teaching materials, or publish the Software on websites, that are intended to teach the use of the Software for academic or other non-commercial purposes.

You may not use or distribute this Software or any derivative works for commercial purposes licensing, leasing, or selling the Software. Any such distribution will immediately void the license granted hereunder and no further use of the Software shall be permitted.

Should you need to use the Software for Commercial Purpose as defined herein, you must execute a separate Commercial License for Development and Deployment. Any use of the Software for a Commercial Purpose in the absence of a fully-executed Commercial License for Development and Deployment will immediately void the license granted hereunder and no further use of the Software shall be permitted.

4. **Provide Attribution.** The following Boiler Bay Restricted Use, Copyright, Trade Secret, and U.S. Patents Statement must be included with other copyright notices included with any programs that make calls to AirConcurrentMap, provided that there is a place that is appropriate for such statements.

This Application contains 'AirConcurrentMap' which is Copyright © 2014-2017 Roger L. Deran, All Rights Reserved. AirConcurrentMap is U.S. Patent Applied.

5. **WARRANTY AND SUPPORT.**

Ownership Warranty. Boiler Bay warrants that it holds all rights necessary to grant the licenses hereby granted to the Licensee and that the Software does not infringe any copyright, trademark, trade secret, or United States patent.

No Support. Boiler Bay does not warrant this Software for its use hereunder. Should you prefer a Warranty and Support, see Commercial License for Development and Deployment.

Boiler Bay Warranty Disclaimer. THE OWNERSHIP WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE SHALL MAKE NO REPRESENTATIONS OR WARRANTIES ON BOILER BAY'S BEHALF WITHOUT BOILER BAY'S EXPRESS WRITTEN CONSENT. Boiler Bay shall have no liability with respect to claims relating to or arising from the use of non-Boiler Bay products or services, even if Boiler Bay recommended, referred or introduced Licensee to such products or services.

6. **INDEMNIFICATION.**

Licensee Indemnity. Licensee agrees to indemnify, defend, and hold Boiler Bay harmless from and against any costs losses, liabilities, claims or expenses (including attorney's fees) arising out of: (i) any claim that any Dependent Application infringes on the intellectual property or proprietary rights of any third party, except to the extent such infringement is caused by the Software, provided that (a) Boiler Bay promptly notifies Licensee in writing of the claim; (b) Licensee has sole control of the defense and all related settlement negotiations; and (c) Boiler Bay provides Licensee with all necessary assistance, information, and authority to perform the above; or (ii) the distribution of any Dependent Application or other added functionality by any third party; or (iii) the use of any Dependent Application by any End User or third party. Boiler Bay shall have the right to participate in the investigation and defense of any such claims at Boiler Bay's own expense.

7. **TERM AND TERMINATION.** This Agreement shall become effective at the moment the Software is downloaded from BoilerBay.com, InfinityDB.com, or other site that contains the Software. This Agreement shall cease being effective if Licensee engages in a Commercial activity that involves the use of this Software as specified in Section 2 above. This Non-Commercial Agreement remains in effect for Non-Commercial Purposes while the Commercial Agreement is in effect for Commercial Purpose(s).

8. **SURVIVAL.** This Section 8, and the Definitions, Boiler Bay Warranty Disclaimer, Confidentiality, Limitation of Liability, Consequential Damages Waiver, and Miscellaneous Sections, and any other terms of this Agreement that by their nature extend beyond termination, survive termination or expiration of this Agreement.

9. **CONSEQUENTIAL DAMAGES WAIVER.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOST PROFITS OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **COMPLIANCE WITH LAW.** Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder. Licensee shall be solely responsible for complying with the laws and regulations applicable in the territory, or any nation, or political subdivision thereof, in which it engages in business in performing its responsibilities hereunder as well as those applicable to the distribution and sale of the Software by Licensee, including, without limitation, tax, export and foreign exchange laws, export controls imposed by the U.S. Export Administration Act of 1979, as amended, and the United States Foreign Corrupt Practices Act. Additionally, Licensee specifically acknowledges that the Software is subject to United States export controls, pursuant to the Export Administration Regulations, 15 C.F.R. Parts 730 to 774. Licensee shall strictly comply with all requirements of the Export Administration Regulations with respect to the Software. Licensee expressly agrees that, without the prior written authorization of Boiler Bay and the United States Government, Licensee shall not, and shall cause its representatives (if any) to agree not to (a) export, re-export, divert or transfer the Software or any direct product thereof to any destination, company or person restricted or prohibited by the United States export controls, or (b) disclose any data derived from the Software or any direct product thereof to any national or any country when such disclosure is restricted or prohibited by the United States export controls. Upon reasonable request, Licensee shall make its records available to Boiler Bay in order to permit Boiler Bay to confirm Licensee's compliance with its obligations as set forth in this Section 11. Licensee shall bear all expenses and costs related to compliance with any law and/or regulations.
11. **NOTICE.** All notices and other communications which may be given by one Party to the other under this Agreement shall be given in writing and may be sent by courier, registered mail, any recognized express mail service providing proof of delivery, or by facsimile or email with proof of receipt, addressed to the other Party (at the address specified in this Agreement until further notice) and shall be deemed to have been received, if given by registered mail, five (5) business days after its mailing (except in case of disruption of the postal service in which case the other authorized means shall be used) and, if given by one of the other authorized means, the first business day at the destination address following the day of its dispatch.
12. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to or application of choice of law rules or principles. Venue for any legal action arising out of this Agreement shall be the state courts residing in Santa Cruz County, California, or the federal district court in or closest to Santa Cruz County, CA, and the parties hereby consent to the personal jurisdiction of such courts. Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder.
13. **OFFICIAL LANGUAGE.** This Agreement shall be executed in the English language. In case of any conflict between the English version and any translated version of this Agreement, the English language version shall govern.
14. **NO AGENCY.** Boiler Bay and Licensee each acknowledge and agree that the relationship established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct or control the

day to day activities of the other; (ii) deem the parties to be acting as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (iii) permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other party for any purpose whatsoever.

15. **MISCELLANEOUS.** Boiler Bay and Licensee are independent contractors. Licensee may not download, export, or re-export the Software except as authorized by Boiler Bay and except in compliance with all applicable laws and regulations, including United States export control restrictions. It is Licensee's responsibility to comply with such restrictions as they may be amended from time to time. If any provision of this Agreement is held to be illegal, unenforceable or void, then each other provision will remain in effect. No failure of either party to enforce any provision of this Agreement shall be construed as a waiver of that or any other provision. This Agreement sets forth the entire agreement between the parties on the subject matter hereof and supersedes all prior proposals, agreements, and representations between them, whether written or oral. This Agreement supersedes any conflicting terms in any purchase order or other document submitted by Licensee, whether or not formally rejected by Boiler Bay. This Agreement may be changed only in a writing signed by both parties. Neither party shall be liable for any delay or failure in performance, except for failure to pay fees, due to causes beyond its reasonable control