DTREG Software License and Terms of Use

Definitions:

1. **Author** – Phillip H. Sherrod, the author and exclusive owner of DTREG.

2. **Customer** – The person, company or organization licensing DTREG.

3. **DTREG** (aka "DTREG Software", "DTREG Predictive Modeling System") is a set of computer programs that perform statistical analysis to build models that can predict and forecast values. DTREG consists of the following components:

   (a) **DTREG Program Files** – These are executable programs and software libraries that Customer uses to perform a task. The DTREG Program Files consist of:

   (i) **DTREG Analysis Program** is the part of DTREG executed by the Customer to perform statistical analyses and create predictive models and Generated Output. The DTREG Analysis Program is distributed as the file DTREG.EXE.

   (ii) **DTREG Runtime Library** is a separate, optional component of the DTREG system that can be used in conjunction with application programs to utilize a Model Description File created by the DTREG Analysis Program to make predictions. The DTREG Runtime Library is distributed as a file named DTREG.DLL.

   (b) **DTREG Reference Manuals** – Documentation written by Author describing the use and operation of DTREG. DTREG Reference Manuals may be provided in printed or electronic (e.g., .pdf or .doc) format.

   (c) **DTREG Training Documents** – Documents, "Webinars", "white papers", seminar notes, and examples provided by Author to train the Customer.

   (d) **DTREG Public Documents** – Documents, web pages, online information describing, promoting and providing public information about DTREG. This includes information posted on the web site http://www.dtreg.com as well as other public sites.

4. **Generated Results** – These are the output, results and predicted values produced when DTREG is used. The Generated Results consist of the following components:

   (a) A textual **Analysis Report** describing an analysis and displaying statistical results. There may be associated charts and plots.

   (b) A **Model Description File** (normally of the type .dtr) that encapsulates the description of the analysis task and the model created as the result of an analysis.

(c) **Generated Source Code** – The Enterprise Version of DTREG has the capability of generated C and SAS® computer "source code" that can be compiled and linked with an application program to implement a predictive model created by DTREG.

(d) **Predicted Values** – These are predicted or forecast values generated as a response by DTREG to data presented by Customer.

Terms of Use

1. Customer may install DTREG Program Files on one (1) computer system unless otherwise authorized by the purchase agreement. If Customer wishes to transfer DTREG to a different computer system, it must be uninstalled (if possible) from the previous computer before being installed on the new computer.

2. This license to use DTREG is permanent (perpetual) and does not require any further payments. The terms and conditions specified in this license are also permanent unless amended in writing by both parties.

3. Customer may reproduce either electronically or in printed form DTREG Reference Manuals and Training Documents for in-house use in the training and operation of DTREG. Customer may not redistribute or publicly post such documents.

4. Generated Results produced by DTREG are the property of Customer and may be used in any way Customer desires including incorporating them in commercial products. Customer may utilize DTREG to produce Generated Results for third parties. There is no requirement to pay, notify, or obtaining permission from Author to utilize Generated Results. Customer may assert intellectual property rights for Generated Results.

5. Customer agrees to provide reasonable and effective means to protect the DTREG software from being distributed to parties that are not part of this licensing agreement. Customer agrees to provide similar protection to any registration key provided by Author to enable the use of DTREG.

6. Author will provide e-mail support and free updates to new versions of DTREG for two years after the commencement of the license term.

7. DTREG is a copyrighted program owned by Author and protected by the laws of the United States of American and international agreements. The licensing of DTREG does not transfer any ownership, copyright, patent or other intellectual property rights to Customer. Customer may not sell or license DTREG. The Customer's license for

DTREG may not be sold or transferred to any other party. The Customer may not represent themselves as an agent of Author.

8. "DTREG" is a trademark of Author.

9. Customer may not "decompile", "reverse engineer" or otherwise attempt to obtain information from the DTREG Program Files. Except as publicly disclosed by Author, the algorithms and implementation used within DTREG Program Files are trade secrets.

10. Author warrants that to the best of his knowledge DTREG does not infringe on any copyright, patent or other intellectual property right of anyone else. If any claim is made against DTREG that results in Customer being unable to use DTREG or which restricts the rights of Customer to utilize Generated Results, Author will notify Customer and attempt to remedy the situation. If no remedy satisfactory to Customer can be found, the only obligation of Author is to refund the full amount paid by Customer to license DTREG. Under no circumstances will Author be subject to any damages direct, indirect, consequential or otherwise from such an action.

11. Customer acknowledges that complex computer programs such as DTREG may have "bugs", errors and inaccuracies. Customer agrees to perform necessary and sufficient testing of Generated Results to insure they meet Customer's standards of quality and reliability before using them or providing them to third parties. If a bug or error is found in DTREG, Customer will notify Author, and Author will provide a reasonable and professional effort to correct the problem. If Author is unable to provide a suitable solution to the reported problem, Author will refund the money paid by Customer to license DTREG, and Customer will stop using DTREG.

12. Author and it agents shall not be liable for Customer's use of this product. Customer assumes responsibility for all personal injury, property damage, loss of revenue or other damages resulting from the use of DTREG. In no event shall Author, Author's agents or suppliers be liable to any person or entity for the loss of profits or for indirect, special incidental or consequential damages arising out of or related to DTREG, Generated Results or products or services produced by Customer utilizing DTREG even if the damage is a result of an error or "bug" in DTREG. In no event shall the liability of Author and its agents and suppliers exceed the license fee paid by Customer to license DTREG.

13. Except for the expressed warranties set forth in this agreement, Author and its agents and suppliers disclaim all other warranties, promises or representation, expressed or implied, including the warranties of merchantability or fitness for any particular purpose.

14. This license shall be construed in accordance with, and its performance governed by, the laws of the State of Tennessee, United States of America. No modification of this license shall be binding unless it is in writing and signed by both parties.

15. Unless amended by an appendix signed by Author and Customer, this is the full and complete agreement between the parties.