

END-USER LICENSE AGREEMENT FOR HDF5 ODBC CONNECTOR

Updated September 7, 2016.

1 Parties

This End-User Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) (“Licensee”) and The HDF Group (“Licensor”) for the HDF5 ODBC Connector (“Software”). Please read this agreement carefully before downloading, installing or using the Software.

If you are accepting this agreement on behalf of a company, organization, educational institution, or agency (“Entity”) as its authorized legal representative, you represent and warrant that you have the power and authority to bind such Entity to these terms. If you do not agree to all of the terms of this agreement, you are not permitted to download, install, or use the Software.

2 Recitals

- a) Licensor is a supplier of database interface solutions on Microsoft Windows.
- b) Licensor has developed and owns an ODBC driver, a proprietary computer software program for facilitating access to HDF5 files through a database-like interface.
- c) Licensor desires to license the Software to Licensee.
- d) Licensee agrees to license the Software from the Licensor.
- e) The Parties intend to enter into this Agreement in accordance with the terms and conditions specified herein.

3 Definitions

In this Agreement, the following terms shall be defined as follows:

- **“Acceptance Criteria”** means that the Software (i) conforms in all material respects to the functionality described in Appendix I, and (ii) does not exhibit any Major Defects or Critical Defects.
- **“Confidential Information”** means any confidential or proprietary information of either of the Parties, whether of a technical, business or other nature including, but not necessarily limited to: trade secrets, know how, technology, software codes, logic, techniques, software tools, formats, designs, concepts, methods, processes and ideas, and information relating to the products, services, customers, promotional and marketing activities, finances, and other business affairs, opportunities or strategies, but which does not include information that is documented and that the recipient can establish (i) was known to the recipient prior to disclosure; (ii) was lawfully received by the recipient from another person without obligation of confidentiality; (iii) was lawfully and independently developed by recipient without use of the Confidential Information, or (iv) is or becomes part of the public domain through no fault of the recipient.

- **“Critical Defect”** means (i) a defect, error, or bug having a materially adverse effect on the appearance, operations, functionality, or stability of the Software, or (ii) an incompatibility between the Software and another system, application, program or software forming part of the Operating Environment or otherwise specified as compatible in Appendix I. A Critical Defect renders some or all significant features of the Software unusable and there are no known workarounds.
- **“Effective Date”** means the date of execution of this Agreement by the final party to execute the Agreement, unless the Parties specify another starting date for the Term.
- **“Major Defect”** means (i) a defect, error, or bug having an adverse effect on the appearance, operations, functionality, or stability of the Software, or (ii) an incompatibility between the Software and another system, application, program or software forming part of the Operating Environment or otherwise specified as compatible in Appendix I. A Major Defect has a non-trivial workaround that allows the Software to be functional in the Operating Environment.
- **“Minor Defect”** means (i) a defect, error, or bug having a minor or trivial impact on the appearance, operations, functionality, or stability of the Software, or (ii) an insignificant incompatibility between the Software and another system, application, program or software forming part of the Operating Environment or otherwise specified as compatible in Appendix I. A Minor Defect has an easy workaround that allows the Software to be functional in the Operating Environment, or is merely cosmetic or inconvenient in nature.
- **“ODBC”** means the Open Database Connectivity standard introduced by Microsoft Corporation which is an application programming interface (API) for accessing an SQL database.
- **“Operating Environment”** means the computer hardware and software platform(s) for use in which the Software will be designed, the requirements for which are set out in Appendix I or otherwise required.
- **“Territory”** means the geographical locations in which the License is valid. In this Agreement the Territory is defined as worldwide.
- **“The Parties”** means Licensor and Licensee.
- **“The Software”** means the ODBC driver developed by Licensor, as defined in Appendix I, as well as any documentation pertaining thereto.
- **“Use”** means that the Licensee may copy the Software to the extent necessary to allow the Software to execute in accordance with this Agreement.

4 Grant

- a) Subject to Licensee’s compliance with all provisions of this Agreement, Licensor grants and Licensee accepts a limited, personal, non-exclusive license right to Use the Software in the Operating Environment in the Territory as specified for a duration defined by the Term.

5 Type of License

- a) The Agreement shall pertain to exactly one of the following types of license: a Single-User License or a Trial License.

5.1 Single-User License

- a) A Single-User License shall grant Licensee the right to Use the Software on a single computer in the Territory for a Term of 1 year. Licensee may make no more than one (1) copy of the Software, and may not distribute copies of the Software.

5.2 Trial License

- a) A Trial License shall grant Licensee the right to Use the Software in the Territory for a Term of 2 weeks. Licensee may make no more than one (1) copy of the Software, and may not distribute copies of the Software.

6 Term

- a) This Agreement will come into force on the Effective Date and will continue in force until expiration, as defined by license type in Section 5.
- b) Upon written agreement between the Parties, any Term may be renewed for another Term, the duration of which shall be defined by the parties at the time of renewal.

7 Acceptance

- a) Upon receipt of the Software, Licensee shall have up to 10 business days to test the Software, at its own expense, to determine whether the Software meets the Acceptance Criteria.
- b) If Licensee determines that the Software meets the Acceptance Criteria, or does not notify Licensor within these 10 business days of any non-compliance with the Acceptance Criteria, the Software shall be deemed to be accepted by Licensee.
- c) If Licensee believes that the Software does not meet the Acceptance Criteria, Licensee shall promptly notify Licensor within these 10 business days with detailed information regarding: (i) the nature of the prospective non-compliance, (ii) testing procedures used by Licensee to come to a conclusion of prospective non-compliance, and (iii) any other information necessary for Licensor to independently test the prospective non-compliance. In the case that Licensor determines that the Acceptance Criteria is not met, Licensor will provide an updated version of the Software to Licensee, and the 10 business day acceptance period will restart.

8 Termination

- a) At the end of the Term or any subsequent renewal Term, this Agreement may be terminated by either of the Parties. The terminating party shall notify the other party, in writing at least 30 days prior to the end of the current Term, that it elects to terminate this

Agreement effective on the expiration of the current Term, whether that is the initial or any renewal term.

- b) If, at the end of the Term, there is no notification of termination under Section 8(a) by either party, and there is no renewal under Section 6(b), the license shall be considered terminated.
- c) Termination by Licensee in accordance with either of Sections 8(a) or 8(b) shall not in any way relieve Licensee of the obligation to pay for all services previously performed or then in process by Licensor.
- d) In the event either of the Parties shall be in material breach or default of any of the terms or conditions of this Agreement, and such material breach or default shall not be cured and continues for a period of 10 calendar days after the giving of written notice to the party in default, then in addition to all other rights and remedies of law or equity or otherwise, the injured party shall have the right to terminate this Agreement effective within 5 business after the end of the 10 calendar days.
- e) Either of the Parties may terminate this Agreement, without notice or delay, if the other party makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration, or winding-up order is made or an administrator or receiver is appointed in relation to the other party.
- f) Upon the termination of this Agreement, however caused:
 - i. Licensee shall immediately cease to reproduce, distribute, or otherwise Use the Software. Notwithstanding the foregoing, all rights and obligations to provide support and maintenance by Licensor shall terminate on the date of termination of the Agreement.
 - ii. Licensee shall return to Licensor or destroy as directed any and all copies of the Software together with any copies made from the same which are then under the possession or control of Licensee.
 - iii. Licensee shall pay to Licensor all outstanding pre-payments, and fees accrued before the date of termination within 30 days of the effective date of such termination.
 - iv. Licensee shall return to Licensor all advertising, informational or technical material given to the Licensee by Licensor.
 - v. Licensee shall cease the use of Licensor's Confidential Information.
 - vi. Licensee shall return all Licensor's Confidential Information or provide a sworn declaration that the Confidential Information of Licensor has been disposed in accordance with the written instructions of Licensor.
 - vii. Licensee shall cease using Licensor's trade names, trademarks and other intellectual property rights.

viii. Licensee shall provide a signed statement that it has complied fully with its obligations under this Section.

- g) This Section shall survive the termination of this Agreement, however caused.
- h) Licensors shall not, by reason of the termination of this Agreement, be liable to Licensee for compensation, reimbursement or damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill or otherwise.

9 Governing Law

- a) This Agreement shall be governed under the laws of the State of Illinois. The parties agree that the state or federal courts located in Cook County, Illinois, shall be the sole and exclusive venue for the conduct of any dispute relating hereto, provided that actions to enforce a judgment or for injunctive relief may be brought where appropriate.

10 Confidentiality

- a) Licensors may disclose Confidential Information to Licensee as may be required for the purposes of this Agreement. Licensee acknowledges that the Software constitutes Confidential Information of Licensors. All materials containing Licensors's Confidential Information are and remain Licensors's property.
- b) From the date of disclosure, the Licensee and all persons acquiring Confidential Information from Licensee shall not disclose the Confidential Information to any person not authorized to receive the Confidential Information by this Agreement. In doing so, Licensors will apply a commercially reasonable standard of care in protecting the Confidential Information, or the standard of care that Licensee uses to protect its own information of a similar nature, whichever is greater.
- c) In the case of any disclosure of the Confidential Information, Licensee shall notify Licensors of the nature of this disclosure within 3 business days.
- d) Upon the earlier of termination of this Agreement or request of Licensors, Licensee shall promptly either: (a) return such Confidential Information and provide certification to Licensors that all such Confidential Information has been returned; or (b) destroy such Confidential Information and provide certification to Licensors that all such Confidential Information has been destroyed.

11 Ownership, Intellectual Property, and Proprietary Rights

- a) Licensors retains title and all intellectual property rights associated with the Software, including but not limited to all patent, trademark, copyright, and trade secret rights. Nothing in this Agreement, including the possession, installation, or Use of the Software assigns or transfers to any person any title, right or interest to Licensors's intellectual property rights in the Software.
- b) Licensee shall:

- a. Comply with all instructions issued by Licensor relating to the form and manner in which Licensor's trademarks shall be used and to discontinue immediately, upon notice from Licensor, any practice relating to the use of Licensor's trademarks, which in Licensor's opinion would or might adversely affect the rights or interests of Licensor in the trademarks or intellectual property rights;
- b. Refrain from contesting the title or ownership of Licensor to its trademarks or effecting any registrations thereof pursuant to the trademarks legislation of any jurisdiction;
- c. Acknowledge and recognize the value of the goodwill associated with the trademarks and intellectual property rights, and that such goodwill inures exclusively to the benefit of and belongs to Licensor;
- d. Refrain from effecting or permitting the removal, renewal or alteration of any trademarks, patent numbers, notices, name plates or serial numbers affixed to the Software or its documentation;
- e. Not use the Licensor's trademarks in any way that will disparage Licensor or its products, injure Licensor's reputation for high quality or otherwise diminish or damage Licensor's goodwill in the trademarks or infringe Licensor's Intellectual Property Rights; and
- f. Not use the intellectual property rights or Licensor's trademarks in any way as an endorsement or sponsorship by Licensor of any other product or service.

12 Restrictions on Use and Transfer

- a) Licensee shall not sell, license, sub-license, assign, lend, rent, share, lease, distribute, embed, assign or otherwise Use or transfer the Software to other persons unless such activity is expressly permitted by this Agreement.
- b) Further, Licensee shall not authorize any persons to:
 - i. Use the Software or any portion thereof in any manner other than in accordance with this Agreement;
 - ii. Modify, reverse engineer, disassemble, decompile, decrypt, extract, distribute or otherwise attempt to discover any portion of the Source Code or any trade secrets with respect to any components of the Software;
 - iii. Alter, modify, change, remove or otherwise transform or vary any copyright, trademark or patent notices, attribution notices preserving the Licensor's proprietary rights in the Software, or in the packaging or any media delivered by the Licensor; or
 - iv. Sub-license to any person the right to distribute the Software.
- c) Licensee shall not assign or transfer its benefits, interests, rights, or obligations under this Agreement by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of an authorized executive officer of

Licensor, which consent may not be unreasonably withheld. All assignments in contravention of this section shall be null and void.

13 Backup Copies

- a) Licensee shall be entitled to make 3 copies of the Software for backup, disaster recovery, or archival purposes so long as each copy remains under Licensee's control and is used only to replace an operating copy if the operating copy is destroyed or becomes unusable or inaccessible for any legitimate reason.

14 Encryption Technology and Export Controls

- a) The Licensee must comply with all applicable Canadian, United States, and other export control laws in the Use of the Software, including Canada's Export Control List under the *Export and Import Permits Act*, R.S.C.1985, c. E-19.
- b) If the Software is acquired by any agency or other part of the U.S. government in a transaction subject to the Federal Acquisition Regulations or the Defense Federal Acquisition Regulations, the Software is furnished with Restricted Rights. Use, duplication, and/or disclosure of the Software by the U.S. government is subject to all applicable restrictions set forth in such Regulations, as amended from time to time, including subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at Section 48 C.F.R. 52.227-19.

15 Support and Maintenance

- a) Licensor shall support and maintain the Software in accordance with the procedures set forth in Appendix III.

16 Warranties

- a) Provided that the Licensee obtains the support and maintenance from Licensor, Licensor warrants that the Software specified in Appendix I shall during the Term substantially conform with Licensor-provided written specifications.
- b) In the event of any alleged breach of such warranty, Licensee shall report the details of such alleged breach in writing to Licensor. Licensor shall assess the problem and the Licensee's exclusive remedies shall be for the Licensor to either repair or replace the Software or any portion thereof necessary to remedy the breach, or refund to Licensee the license fees actually paid by Licensee for the current Term.
- c) EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION, THE SOFTWARE IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DISCLAIMERS APPLY TO LICENSEE AND ANY THIRD PARTIES.

17 Indemnification

- a) Licensor hereby indemnifies and shall defend and hold harmless Licensee from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that the Software, used in accordance with the Grant of Section 4, infringes or otherwise violates any rights of any such third party.
- b) Licensee hereby indemnifies and shall defend and hold harmless Licensor and its subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Licensee's use of the Software, used in contravention with the Grant of Section 4, infringes or otherwise violates any rights of any such third party.
- c) Licensee hereby indemnifies and shall defend and hold harmless Licensor and its subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Licensee's use of the Software is unlawful.
- d) Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the right full to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

18 Limitation of Liability

- a) To the maximum extent permitted by applicable law, in no event will Licensor, or any third-party licensor whose software is distributed with the Software, be liable for any damages, whatsoever, whether direct, indirect, special, incidental, or consequential damages, whether arising under contract, tort (including negligence), strict liability, breach of warranty, misrepresentation, or otherwise, including without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss, arising out of the use of or inability to use the Software, or arising out of this agreement, even if Licensor or its representatives or any third-party licensor has been advised of the possibility of such damages.
- b) Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to some licensees.

19 Force Majeure

- a) Neither of the Parties shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is

caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

- b) Neither of the Parties shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

20 Notices

- a) Any notices required or permitted under this Agreement shall be in writing and shall be addressed to the respective Parties at their addresses above or to such other addresses as the Parties may designate. All notices may be made by mail, electronic mail, personal delivery, courier service or facsimile machine, and will be effective upon delivery.

21 Severability

- a) If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability, all other terms hereof shall remain in full force and effect.
- b) To the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

22 Entire Agreement

- a) This Agreement is the entire agreement between the Parties and supersedes all earlier and simultaneous agreements regarding the subject matter, including, without limitation, any invoices, business forms, purchase orders, proposals or quotations. This Agreement may be amended only in a written document, signed by both Parties.

Appendix I: The Software

As described in this Agreement, Licensor has developed and provides an ODBC driver. This driver operates on certain versions of the Microsoft Windows Operating System.

An ODBC Driver Manager is also needed. This is supplied with the Windows operating system.

SQL Conformance

The HDF5 ODBC Connector supports a subset of SQL-92. It recognizes only one SQL data manipulation statement, the SELECT statement. The following SELECT statement clauses are recognized by the HDF5 ODBC Connector:

FROM
WHERE
GROUP BY
HAVING
UNION [ALL]
ORDER BY

In addition to these six clauses, six types of WHERE clause predicates are also supported. They are:

BETWEEN
LIKE
IN
EXISTS
NULL

The HDF5 ODBC Connector does not support any data definition language statements.

The HDF5 ODBC Connector supports the full core-level ODBC 3.80 specification. It supports most of the Level 1 and Level 2 API.

<i>Conformance Level</i>	<i>INTERFACES</i>
Core	SQLAllocHandle
Core	SQLBindCol
Core	SQLBindParameter
Core	SQLCancel
Core	SQLCloseCursor
Core	SQLColAttribute
Core	SQLColumns
Core	SQLConnect
Core	SQLCopyDesc
Core	SQLDescribeCol
Core	SQLDisconnect
Core	SQLDriverconnect
Core	SQLEndTran
Core	SQLExecDirect
Core	SQLExecute
Core	SQLFetch

Core	SQLFetchScroll
Core	SQLFreeHandle
Core	SQLFreeStmt
Core	SQLGetInfo
Core	SQLGetConnectAttr
Core	SQLGetCursorName
Core	SQLGetData
Core	SQLGetDescField
Core	SQLGetDescRec
Core	SQLGetDiagField
Core	SQLGetDiagRec
Core	SQLGetEnvAttr
Core	SQLGetFunctions
Core	SQLGetStmtAttr
Core	SQLGetTypeInfo
Core	SQLNativeSql
Core	SQLNumParams
Core	SQLNumResultCols
Core	SQLParamData
Core	SQLPrepare
Core	SQLPutData
Core	SQLRowCount
Core	SQLSetConnectAttr
Core	SQLSetCursorName
Core	SQLSetDescField
Core	SQLSetDescRec
Core	SQLSetEnvAttr
Core	SQLSetStmtAttr
Core	SQLSpecialColumns
Core	SQLStatistics
Core	SQLTables
Level 1	SQLBrowseConnect
Level 1	SQLMoreResults
Level 1	SQLPrimaryKeys
Level 1	SQLProcedureColumns
Level 1	SQLProcedures
Level 2	SQLColumnPrivileges
Level 2	SQLDescribeParam
Level 2	SQLForeignKeys
Level 2	SQLTablePrivileges
None	SQLCancelHandle

Platform and System Requirements

This section details the minimum hardware and software requirements for installing and working with the HDF5 ODBC Connector.

Hardware Requirements:

- 8 GB of free disk space

- 1 GB RAM main memory

Software Requirements:

<i>Platform</i>	<i>Versions</i>	<i>Bits</i>
Windows	7 SP1, 8, 8.1, 10, Server 2012, 2012 R2	32, 64

Appendix II: Third Party Software

The Licensed Software contains the following third party software programs, which are provided under and subject to the terms and conditions of the license agreement applicable to the software:

Xerces (<http://www.apache.org/licenses/LICENSE-2.0.html>)

Xqilla (<http://xqilla.sourceforge.net/Licence>)

Appendix III: Support and Maintenance

All support for the HDF5 ODBC Connector will be provided by email to the address: help@hdfgroup.org

Support requests will be acknowledged by The HDF Group via email within two business days and an initial reply to the support question will be provided by email within four business days.

The HDF Group's support will be available between the hours of 9AM and 5PM (local CST time) each weekday except holidays.

If the Licensee wishes to request new functionality be added to this product, that can be requested of The HDF Group. If The HDF Group agrees to perform the work, a price for this work will be quoted separate from this EULA.