

**Sigmadyne/SigFit Software License Agreement (Non-US Sales)**

Sigmadyne, Inc.

803 West Avenue, Rochester, NY 14611, USA

Telephone: +1(585) 235-6892 FAX: +1(585) 235-6931

**Section A - Customer Information**

	Software Delivery	Authorized Buyer	Billing
<b>Company:</b>			
<b>Address:</b>			
<b>Attention:</b>			
<b>Phone:</b>			
<b>FAX:</b>			
<b>Email:</b>			

**Section B – Schedule of Licenses/Options**

License No.	1	2	3	Annual Cost per License
<b>Host ID</b>				
Standard (Required)	X			
Adaptive Control				
Harmonic/Random/Transient Response				
MSC.Nastran/NX Nastran/ANSYS Equation Generation				
NASTRAN/ANSYS Thermo-Optic, Stress-Optic, Stress-Biref				

License Term: 1 year

**Section C – Description of Charges**

License No.	Annual Cost
1	
2	
3	
<b>Taxes*</b>	
<b>Total</b>	

\* Taxes charged here are only those taxes which Sigmadyne is required to collect. The Customer may be responsible for paying other taxes which Sigmadyne is not required to collect.

This agreement and the attached Terms and Conditions set forth the entire agreement of the parties and no modifications or changes shall be binding unless set forth in writing and signed by an authorized representative of each of the parties. Please sign below and initial each page of the Software License Agreement Terms and Conditions in the spaces provided.

**Sigmadyne, Inc.**

**Customer**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Example Only

The use of SigFit is subject to certain restrictions, as set forth in this license agreement between Sigmadyne, Inc. (Sigmadyne) and the Customer, the entity listed in Section A of the Software License Agreement. Customer's use of SigFit indicates acceptance of this license agreement.

#### DEFINITIONS.

- (A) "SigFit" means the executable code(s) described in Section B of the Software License Agreement. Sigmadyne is the lawful owner and licensor of SigFit.
- (B) "Documentation" means the user manuals published by Sigmadyne and provided to the Customer.
- (C) "Host Machine" means the computer or other entity through which the SigFit license is enforced either by the software or hardware licensing system and whose host ID is that listed in Section B of the Software License Agreement.
- (D) "Client Machine" means any machine which attempts to obtain a license to run SigFit by accessing the SigFit license installed on the Host Machine via a local area network or other similar means.
- (E) "In-House Users" means persons employed or contracted by the Customer whose customary work station is within the Customer's own plants or facilities and within a 10 mile radius of the Host Machine.

**PURPOSE.** Subject to the other terms and conditions of this Agreement, Sigmadyne grants the Customer a license to use the version of SigFit provided to the Customer on a non-exclusive, non-transferable basis, by In-House Users for Customer's own business for the term of the lease. At the conclusion of the term of this lease the license must be renewed to continue use of SigFit. Customer shall not sublicense SigFit nor directly or indirectly permit any third party to use SigFit.

**OWNERSHIP.** SigFit is proprietary and confidential to Sigmadyne. All rights, title and interest is and remains in Sigmadyne.

**INSTALLATION.** Sigmadyne agrees to make available an executable version of SigFit, licensing software, and documentation for installation on the Customer's computer(s). A license certificate will be delivered within two (2) business days once this Software License Agreement has been executed and returned to Sigmadyne with an authorized purchase order for the amount shown in Section C of the Software License Agreement. The license certificate will be issued only for those host IDs listed in Section B of the Software License Agreement. Source code will not be provided.

License certificates for renewals of this lease will be delivered within two (2) business days once the required renewal paperwork has been returned to Sigmadyne with an authorized purchase order for the amount shown in any renewal quote.

**LICENSE HOST ID REASSIGNMENT:** Customer is allowed one (1) change of license host ID during the term of an annual lease. A change in host ID at the time of renewal of an annual lease will not be considered as the one allowed change at no cost. Additional changes of license host ID during the same annual lease period will be provided at a cost of \$500 but the total number of license host ID changes in any annual lease period shall not exceed three (3). Changes allowable at no cost may not be carried

Sigmadyne: \_\_\_\_\_

Customer: \_\_\_\_\_

forward to renewed leases. Customer agrees that upon receipt of a license certificate for a new host ID from Sigmadyne, all prior license certificates shall be uninstalled within five (5) business days and shall remain uninstalled indefinitely. Failure of the Customer to uninstall prior license certificates in a timely manner shall result in termination of all software licenses granted to Customer under this Agreement as specified in Section B.

**MAINTENANCE.** Maintenance includes delivery of new program versions, error fixes, and updated documentation which pertain to the purchased options in Section B of the Software License Agreement. Maintenance is included with the lease at no extra cost for the term of the lease.

**SUPPORT.** Support includes answering by email questions concerning the use of SigFit. Support is included with the lease at no extra cost for the term of the lease.

**PAYMENT.** Customer will pay fees for the use of SigFit in accordance with Section C of the Software License Agreement. Fees must be paid in United States dollars by check or by electronic bank deposit (information provided upon request with lease purchase). These fees include Maintenance and Support. Customer shall be liable for any taxes, other than income tax, which are assessed by any local, state or federal government entity. Such taxes will be charged in addition to the price quoted in Section C of the Software License Agreement if Sigmadyne is required to collect those taxes. Sigmadyne will invoice Customer once Sigmadyne receives an executed purchase order and executed License Agreement. Payment terms are net 30 days.

**USAGE RESTRICTIONS.** Customer may not copy, transfer, sell or distribute SigFit except that Customer may make one copy for backup or archival purposes. Customer may not modify, reverse compile or reverse engineer neither SigFit nor the licensing security system. Customer may not in any way attempt to defeat the intended operation of the licensing security system.

Use of the Program is restricted to In-House Users for Customer's own business.

**TERM.** The Term of this license agreement is for one (1) year from the date of license issue and shall be renewed for additional one (1) year terms at Customer's option by Customer issuing an authorized purchase order to continue use of SigFit unless modified by written agreement and signed by both parties. The license will be issued to the Customer within three (3) days of Sigmadyne's receipt of an authorized purchase order and a signed copy of this Agreement by mail, e-mail, or FAX. The license will allow operation of the software for one (1) year after which the license may be renewed at any time.

**WARRANTY.** Sigmadyne warrants that SigFit, when delivered and installed, will conform to the specifications set forth in the current documentation excepting the availability of the license over the network. In the event that SigFit is found to be nonconforming Sigmadyne will supply corrections or avoidance procedures to the Customer at no additional charge.

**THIS IS THE ONLY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE THAT**

Sigmadyne: \_\_\_\_\_

Customer: \_\_\_\_\_

SIGMADYNE MAKES. SIGMADYNE MAKES NO WARRANTY THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

Although Sigmadyne makes available to the Customer a licensing feature which allows Client Machines to access the license on a Host Machine, Sigmadyne makes no warranty that this feature will function on the Customer's network equipment.

INDEMNIFY. Customer agrees to indemnify Sigmadyne against any third party claims for personal injury or property damage arising out of or resulting from the use the Customer makes of this program.

LIABILITY. In no event will Sigmadyne be liable to Customer for any damages of any kind including but not limited to: compensatory damages, lost profits, lost data or any form of special incidental, direct, consequential or punitive damages of any kind whether based on breach of contract or warranty, tort (including negligence), product liability or otherwise, even if Sigmadyne is informed in advance of the possibility of such damages.

LIMIT OF LIABILITY. In no event will Sigmadyne's liability under this agreement exceed the total price paid.

MISCELLANEOUS. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to Customer's actual state or country of residence. Any waiver, amendment or other notification of any provision of this Agreement will be effective only if in writing and signed by Sigmadyne. If for any reason a Court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in force and effect.

The headings contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

If any provision of this Agreement shall for any reason be held illegal, invalid, or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way, impair the validity or enforceability of the remaining provisions of this Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No waiver, alteration or modification of any of the provisions shall be binding unless made in writing and signed by an authorized representative of Sigmadyne.

Sigmadyne: \_\_\_\_\_

Customer: \_\_\_\_\_