

## **ReSHAPE SOFTWARE LICENCE AGREEMENT**

By clicking "I Agree", you (either an individual or a single entity) (the "Customer"), agree to be bound by this License Agreement (the "Agreement") with ADVEA ENGINEERING PTY. LTD. A.C.N. 067 419 363 of 7 Calderwood Avenue, Wheelers Hill in the State of Victoria (hereinafter called "Advea").

### **SCHEDULE**

Commencement Date: the date hereof

### **LICENSE FEES**

#### **Student Option I:**

##### **License Fee: Nil**

Subject to execution of this software agreement, the Customer can solve models with not more than 350 elements.

#### **Student Option II:**

##### **License Fee: Nil**

Subject to execution of this software agreement, the Customer can solve models with more than 350 elements. The Customer permits to Advea to monitor the Customers use of the Software.

#### **Professional Option III**

Advea will negotiate in good faith a license fee to a business or professional Customer.

## **ARTICLE 1 - DEFINITIONS**

"License Fees" means the License fees and payments set out in Schedule.

"The Software Program" means the ReSHAPE Program, comprising of (a) several executable files and associated libraries; (b) accompanying documentation including help files, tutorials and examples in PDF format (the "Documentation"); (c) example and tutorial NASTRAN input files and ReSHAPE command files.

## **ARTICLE 2 - AGREEMENT**

NOW THIS AGREEMENT WITNESSETH as follows:

3.1 Advea HEREBY GRANTS to the Licensee a non-transferable and non-exclusive License to use the Software Program and accompanying materials for the License Fee.

3.2 Advea shall retain all copyright, title, ownership, rights, and interest throughout the world in the Software Program or any copies thereof or portions contained in any products created using the Software Program, together with all intellectual property rights, trade secrets, trademarks, trade names, service marks, and any other right or interest now existing or hereafter arising in any way relating directly or indirectly to the Software Program.

## **ARTICLE 3 - WARRANTIES**

4.1 Except as set forth herein, Advea makes no representation or warranty, express or implied, and specifically excludes any warranty that the Software Program is fit for any particular purpose and further specifically excludes and implied warranties of merchantability.

4.2 Advea shall not be liable to the Licensee or to any third party for any damage loss or injury suffered by the Licensee or any third party resulting directly or indirectly from any breakdown or failure of the Software Program. Advea shall not be liable to the Licensee or any third party for any special indirect or consequential damages or for loss of actual or anticipated revenue or loss of data or for data being rendered inaccurate as a consequence of any delay or failure.

## **ARTICLE 4 - GOVERNING LAW**

5. This Agreement shall be governed by laws of the State of Victoria, Australia.