ESTECO
ACADEMY

BECOME A
MEMBER

ACADEMIC USE LICENSE AGREEMENT FOR THE modeFRONTIER SYSTEM and RELATED SERVICES

Subject to the terms and conditions contained in this Academic Use License Agreement (the "Agreement") ESTECO S.p.A., a company duly incorporated in Italy, with registered office in Trieste, Area Science Park, Padriciano 99 – Italy - ("Licensor") hereby grants you (the "Educational Institution") a non-exclusive license to use the proprietary mode-FRONTIER SYSTEM, a multi-objective design optimisation system (the "Software") and the materials (the "Licensed Materials"), both of which are more specifically described at "EXTENSIVE_SW_DESCRIPTION.TXT", a copy of which can be found either in the installation directory or on the installation media. Furthermore, Licensor provides to the Educational Institution with certain services as described in detail under the terms and conditions set forth herein.

1. Software and Services

The installation package for the installation of the Software includes one (1) copy of the Software in machine-readable object code form and one (1) copy of the Licensed Materials containing detailed specifications for the operation and use of the Software.

An authorized distributor of Licensor for the geographic area where the Educational Institution intends to use the Software (the "Distributor") shall provide a copy of the Licensed Materials (if not included on the same media with the Software) and shall provide, together with the Licensor, the Educational Institution with the following services related to the Software (the "Services"): (i) installation, (ii) maintenance and user support services, (iii) on-line training sessions through seminars, (iv) access to certification exam sessions, (v) access to material database of Licensor and (vi) [_____].

2. Esteco Academy Membership

a. Membership. By executing this Agreement, the Educational Institution becomes a member of the ESTECO Academy program (the " ESTECO Academy Membership") which includes: (i) non-transferable, nonexclusive license(s) to install and to use the Software for non-profit academic purposes for the term of this Agreement, in accordance with the uses authorized at paragraph c. of this Section and (ii) the Services as described in detail under Section 4 herein.

b. Authorization Key. In connection with the Software license(s) granted herein, Licensor shall license to Educational Institution an individual user authorization device ("Academic Key") for the server allowing access to the Software on the Educational Institution's network. Each Academic Key is programmed to expire at the end of the period for which Educational Institution has paid-up the Membership. Title to each Academic Key will remain with Licensor and Licensor may reclaim any or all Academic Keys upon termination of this Agreement as provided in Section 9 of this Agreement. Each Academic Key shall be valid solely for the installation and use of the Software at the installation address and on the machines for which the Licensor has issued the Academic Key. Should Educational Institution need to change the installation address to any of its other computer sites, upon Educational Institution's written request to Licensor or to Licensor's Distributor, Licensor shall disable the Academic Key and replace it with a new Academic Key authorized to run at the new installation address and the new machines identified in writing by Educational Institution.

c. License Restrictions. This license is intended solely for non-profit academic use.

For the purpose of this Agreement, "non-profit academic use" means use of the Software limited to faculty, staff and official students, in furtherance of educational non-profit activities, including teaching activities. Educational Institution undertakes not to engage and, under the terms and to the effects of section 1381 of the Italian Civil Code, that any third parties authorized to use the Software shall not engage in any or all of the following actions:

i. use the Software for commercial applications or productive purposes;

ii. make the software accessible by third parties in an automated way through network connections as an Application Service Provider;

iii. modify or change the Software or create any derivative work of any part of the Software;

iv. decompile, disassemble or otherwise reverse engineer the Software.

d. Membership Term. The term of the ESTECO Academy Membership is on annual basis commencing upon Educational Institution's acceptance of this Agreement by selecting the button "I AGREE" appearing at the bottom of this screen.

Therefore, the term of the Software license(s), as well as the term of the Services rendered by the Distributor, together with the Licensor, shall continue until the expiration of the Academic Key, unless terminated earlier as provided in Section 9.a of this Agreement.

3. Use

a. Proper Conditions of Use. Educational Institution shall be exclusively responsible for the supervision, management and control of its use of the Software, including without limitation: (i) assuring proper machine configurations, audit controls and operating methods: (ii) establishing adequate backup plans, based on alternative procedures and access to qualified programming personnel; and (iii) implementing sufficient recovery procedures and checkpoints to satisfy its requirements for security and accuracy of input, as well as, system restart and recovery in the event of a malfunction. In this regard, Educational Institution undertakes, under the terms and to the effects of section 1381 of the Italian Civil Code, that any third parties authorized to use the Software herein shall comply with the obligations contained in this paragraph.

b. Copying. Educational Institution may not copy or otherwise reproduce the Software, or any part thereof (except such copying, strictly limited in number, as is essential for system backup, testing, maintenance or recovery purposes as provided by applicable law). Educational Institution may reproduce the Licensed Materials solely for its own internal use provided that all titles, trademarks, trade names, copyright notices, and other proprietary notices of Licensor are retained. In this regard, Educational Institution undertakes under the terms and to the effects of section 1381 of the Italian Civil Code, that any third parties authorized to use the Software herein shall comply with the obligations contained in this paragraph.

 c. Disclosure. Educational Institution undertakes to sign and, under the terms and to the effects of section 1381 of the Italian Civil Code, that any third parties authorized to use the Software shall sign a the disclosure letter form addressed to the Licensor attached hereto as Exhibit A whereby the Educational Institution undertakes to carry out certain activities and to disclose certain results related to the use of the Software.

4. Services

The Services associated with the use of the Software by Educational Institution shall be rendered by the Distributor, together with the Licensor.

5. Payments

a. In order to apply to the ESTECO Academy Membership, Educational Institution shall pay, through the Distributor, the amounts indicated under Exhibit C attached hereto pursuant to yearly membership payment plans.

b. The Distributor shall be solely responsible for collection of all amounts corresponding to the ESTECO Academy Membership applications. The Distributor shall keep complete and accurate records of all the purchase orders and invoices issued, respectively, by Educational Institution and Distributor relating to ESTECO Academy Membership applications. Licensor shall have the right to inspect and audit such records for the purpose of determining the accuracy thereof.

c. Notwithstanding anything to the contrary contained in this Agreement or in the Exhibits attached hereto, Educational Institution acknowledges that Licensor, in its discretion, may change the ESTECO Academy Membership payment plans for additional copies of the Software and/or additional Services related thereto or the Academic Key, upon thirty (30) days prior written notice to Educational Institution and to the Distributor.

6. Confidential Information

Educational Institution shall not, either directly and indirectly, disclose to third parties or use any information which are not of public domain, in any form, either if obtained prior or after the execution of this Agreement, relating to the Software, the Services, the Licensed Materials, and any information concerning the data, contacts, mailing list, know-how, trade secrets, software applications, correspondence, telephone numbers, names, addresses and any other written or oral information which may be used in relation to this Agreement (the "Confidential Information"). Educational Institution will not disclose the Confidential Information at any time during and after the term of this Agreement. It remains understood that shall not be considered Confidential Information for the pur-

poses of this section of this Agreement in the event: (i) the disclosure shall be necessary in order to execute this Agreement, (ii) the disclosure shall be necessary in order to be in compliance with applicable laws, (iii) the Confidential Information was lawfully known to the receiving party prior to receipt from the disclosing party, and (iv) the Confidential Information enters the public domain through no wrongful act or breach of this Agreement.

In this regard, Educational Institution undertakes under the terms and to the effects of section 1381 of the Italian Civil Code, that any third parties authorized to use the Software and the Services herein shall comply with the obligations contained in this paragraph.

7. Title

Educational Institution agrees that Licensor owns all copyright, trade secret, patent, trademark and other proprietary rights in and to the Software, including all modifications thereto.

In this regard, Educational Institution undertakes under the terms and to the effects of section 1381 of the Italian Civil Code, that any third parties authorized to use the Software shall agree that Licensor owns all copyright, trade secret, patent, trademark and other proprietary rights in and to the Software.

8. Warranties

a. Licensor warrants that it has clear title to the Software. Licensor further warrants that the Software will conform, as to all substantial operational features, to Licensor's current published specifications when installed and will be free of defects which substantially affect system performance.

b. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR MAKES AND EDUCATIONAL INSTITUTION RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE AND OF THE LICENSED MATERIALS.

c. If any modifications are made to the Software at any time by Educational Institution, this warranty shall immediately be terminated. Educational Institution agrees that Licensor's liability arising out of contract, negligence, strict liability in tort or warranty shall not exceed any amounts payable by Educational Institution for the Software and the Licensed Materials.

9. Termination

a. Licensor shall have the right to terminate this Agreement by giving written notice to the Educational Institution upon the occurrence of any of the following events:

1. Any use of the Software by the Educational Institution, including any faculty members, staff and official students, in any manner other than as authorized in this Agreement;

2. Any copy or otherwise reproduction of the Software by the Educational Institution, including any faculty members, staff and official students, other than as provided by applicable law;

3. In the event of breach of the obligation to pay the amounts due on annual basis as ESTECO Academy Membership plan by the Educational Institution as provided herein.

b. In the event of termination of this Agreement by reason of Educational Institution's failure to comply with any of the obligations provided under section 9.a above, Licensor shall have the right, at any time, to terminate the Software license(s) and the Services and take immediate possession of the Software and the Licensed Materials and all copies wherever located, including the Academic Key. Termination under this paragraph shall not relieve Educational Institution of its obligations regarding confidentiality of the Software. Within five (5) days after termination of the license(s), Educational Institution will return to Licensor the Software in the form provided by Licensor or as modified by the Educational Institution, or upon request by Licensor will destroy the Software and all copies, and certify in writing that they have been destroyed.

c. Educational Institution may terminate this Agreement at any time provided payment in full has been made to the Distributor and Educational Institution returns the original and all copies of the Software and of the Licensed Materials to Licensor.

10. General Provisions

a. Non-Competition. During the term of this Agreement and for a period of five (5) years following the termination of this Agreement, Educational Institution, including any faculty members, staff and official students, agrees not to engage in the development, marketing or distribution, either directly or indirectly, of any computer programs related to design optimization, with functionality substantially similar to, or competitive with, the Software or substantial portion of the Software.

b. Assignability. This Agreement and all rights and obligations hereunder shall not be assignable by Educational Institution, except with the prior written consent of Licensor.

c. Liability. No action or claim relating to this Agreement or the Software may be instituted more than one (1) year after the event giving rise to such action or claim.

d. Indemnification. Licensor shall indemnify and hold Educational Institution harmless from and against any claim of infringement of any patent or copyright based upon the Software, provided Educational Institution gives Licensor prompt notice of and the opportunity to defend any such claim. Licensor shall have the right to settle such claim or, at Licensor's option, provide Educational Institution (i) a paid-up license; (ii) substitute, functionally equivalent software; or (iii) a refund of a pro rata portion of the license fee paid by Educational Institution, associated with the remaining term of the Agreement, from the date the infringement claim if filed with a court of competent jurisdiction and until the expiration or termination of this Agreement.

e. Entire Agreement; Amendment. Educational Institution acknowledges that it has read this Agreement, understands it and agrees to be bound by all terms and conditions hereof. All subsequent modifications, amendments, and waivers to this Agreement must be by written instrument, executed by authorized representatives of the parties hereto.

f. Survival. The rights and obligations contained in Sections 5, 6, 7, 8, 9.b, 10.a, 10.c, 10.f and 10.g shall survive any termination of this Agreement.

g. Choice of Law and Venue. This Agreement shall be governed by the laws of Italy. The parties hereby agree to submit to the exclusive jurisdiction of the competent courts sitting in Trieste, Italy, with respect to any and all unresolved disputes arising under this Agreement.

h. Severability. In the event that any provision under this Agreement shall be deemed illegal or otherwise unenforceable by any applicable statute or rule of law, such provision shall be omitted and the entire Agreement shall not fail on account thereof and the remainder of the Agreement shall continue in full force and effect.

i. Notices. All notices and other communications required under this Agreement shall be in writing and shall be sent either by personal delivery, recognized courier service or first class registered mail. All notices shall be deemed to have been received the same day, when personally delivered, or three days after posting, when sent by any of the other methods listed above.

l. Relationship. The relationship between the Parties is that of independent contractors and nothing in this Agreement or in the activities engaged by ESTECO and Educational Institutions hereunder shall create a partnership, employment or joint ventures relationship between the Parties.

***

SIGNATURE

Date:

[Licensee]

ESTECO ACADEMY

BECOME A **MEMBER**

students

€/$ **120** *yearly*

for academic project

phd | reasearcher

€/$ **240** *yearly*

for research project

professors

€/$ **1200** *yearly*

for advanced research project
ora teaching purposes