**CivilFEM®**



**END USER LICENSE AGREEMENT**

  **End User License Agreement Number:**

***BETWEEN***

|  |  |
| --- | --- |
| **INGECIBER, S.A.** |  |
| Avda. Monforte de Lemos, 189 |       |
| 28035 Madrid |       |
| Spain |       |
| C.I.F.: A78348950 |       |

Hereafter referred to as “INGECIBER” Hereafter referred to as “SUBDISTRIBUTOR”

***AND***

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Hereafter referred to as “LICENSEE”

***WHEREAS***

* INGECIBER is the owner and is in the business of designing, developing, licensing and marketing Software systems for civil engineering, and related documentation.
* INGECIBER has developed the civil engineering computer Software named under the generic name of “CIVILFEM” with its different modules and names.
* INGECIBER is the unique owner of CivilFEM, and so is protected by what disposed in the Spanish law *“Texto Refundido de la Ley de Propiedad Intelectual”*, approved by the *“Real Decreto Legislativo 1/1996 April the 12th”*.
* CivilFEM may be combined as a bundled product (or add on) with the computer Software named Marc from MSC Software Corporation (“MSC”) with its different modules and names, developed and owned by MSC Software Corporation (a corporation located at 4675 MacArthur Court Suite 900, Newport Beach, California 92660, USA). All intellectual property rights on MSC Software Corporation, including computer programs, related documentation, associated materials and all copies thereof, will be and remain the sole property of MSC Software Corporation.
* All intellectual property rights on INGECIBER, including their computer programs, related documentation, associated materials, trademarks and all copies thereof, will be and remain the sole property of INGECIBER.
* There is a full effective OEM Agreement between INGECIBER and MSC Software Corporation in which MSC Software Corporation authorizes INGECIBER to: (i) sublicense and distribute MSC Software combined with CivilFEM and (ii) appoint SUBDISTRIBUTORS of the combined product.
* The LICENSEE desires to obtain from INGECIBER the right to use the Software(s) specified in Appendix I and to obtain the services from SUBDISTRIBUTOR when necessary.
* SUBDISTRIBUTOR is willing to provide such Software and services to LICENSEE in accordance with this End User License Agreement terms & conditions, and to Appendix I.
* Designated Site means LICENSEE´S physical location identified in Appendix I where the licensed server resides of where the use of the Program(s) is authorized.

***INGECIBER* and the LICENSEE and the SUBDISTRIBUTOR identified above intending to be legally bound, agree as follows:**

***1. SCOPE***

* 1. The terms and conditions set forth herein will apply to the provision by INGECIBER and the SUBDISTRIBUTOR, and the use by the LICENSEE of the Software(s) specified in Appendix I, including documentation and updates (hereafter “Software”). All other terms, including those stated in the LICENSEE’s order documents, will need INGECIBER’s and SUBDISTRIBUTOR’s explicit written approval to be applicable.

1.2. This Agreement will not be amended except by a written document signed by the parties and referring to the present Agreement. INGECIBER may however modify the End User License Agreement terms after the conclusion of the maintenance and provided that it gives three (3) months written notice, and that the modified terms will apply only to Software products or maintenance licensed after the effective date of modification. LICENSEE has the right not to accept any modified terms and to continue to use the Software under the terms of the original purchase but in such instances maintenance services (updates, upgrades, and technical support) will not be offered after the end of the current support period.

* 1. The present Agreement and any rights granted hereunder may not be assigned, in whole or in part by the LICENSEE to any other third party, except with the prior written approval of INGECIBER and the SUBDISTRIBUTOR, which shall not be unreasonably withheld.

***2. ACKNOWLEDGEMENT***

2.1. All Software, including all applicable options provided by INGECIBER and/or the SUBDISTRIBUTOR to the LICENSEE will be identified in Appendix I referencing the End User License Agreement number and signed by the LICENSEE for approval.

2.2. LICENSEE is not entitled to contact with MSC Software Corporation unless otherwise specified in writing by SUBDISTRIBUTOR or INGECIBER.

***3. DELIVERY AND INSTALLATION***

* 1. INGECIBER or SUBDISTRIBUTOR will provide the LICENSEE an executable version of the Software, by internet or electronic media, for installation by the LICENSEE at the LICENSEE’s site. INGECIBER and SUBDISTRIBUTOR will make every effort to ensure a timely delivery not later than 15 days from the date of order.
	2. The installation date is defined as the latest of the following two dates: (1) seven working days following delivery of the Software and documentation or (2) seven working days after the delivery to the LICENSEE of the security device, the authorization file and/or the License Key. For maintenance purpose and acceptance the anniversary date will be the immediately following 1st or 15th day of the month from the installation date here defined.

3.3 The Software provided hereunder by INGECIBER and/or SUBDISTRIBUTOR will be deemed fully accepted by the LICENSEE 90 days from the installation date (as defined on Article 3.2. above), unless the LICENSEE has notified in writing to the SUBDISTRIBUTOR of the existence of a defect or installation problem.

***4. MAINTENANCE AND CUSTOMER SUPPORT***

4.1. Maintenance shall consist of (i) reasonable email or telephone support (“Customer Support”); and (ii) Program releases or corrections. Customer Support will be provided to the CivilFEM Support Coordinator (“CSC”) specified in Appendix I. The CSC shall provide first-level support to all of LICENSEE users permitted to use the Software under the terms of this Agreement. LICENSEE may change the CSC at any time upon written notice to the SUBDISTRIBUTOR. Customer Support will be provided by the SUBDISTRIBUTOR unless otherwise specified by INGECIBER.

4.2. Maintenance for a Lease or Paid-Up Program shall be provided as long as LICENSEE pays the then-current annual lease or maintenance fee in accordance with the payment terms specified on Appendix I. INGECIBER shall have the right to discontinue maintenance at any time for a Software in case of no longer supporting the operating system version listed in Appendix I for such Software or any other Program and /or version integrated with the Software. INGECIBER will supply maintenance for the two last Program releases (current and previous release).

4.3. During the period of time in which LICENSEE is entitled to receive maintenance for the Software, INGECIBER or the SUBDISTRIBUTOR shall notify LICENSEE, through the CSC, of any Class3 errors in the Software of which INGECIBER or the SUBDISTRIBUTOR is actually aware. A Class3 error shall mean a program error which permits or generates a solution that may appear reasonable and correct, but which in fact may be erroneous. The CSC shall notify all of LICENSEE's users of the Software of these Class3 errors.

***5. SOFTWARE USE BY LICENSEE***

* 1. The LICENSEE is granted by INGECIBER a non-exclusive and non-transferable license to use the identified Software on the computer system(s) and designated site referenced in Appendix I.
	2. Being granted the Software for its sole internal use, the LICENSEE will not allow the use of the Software by any third party on a computer or in any other location than those referenced in Appendix I without INGECIBER’s prior written consent, which consent INGECIBER may grant or withhold at its sole discretion. The rental of the Software, whether for payment or not, is expressly disallowed and INGECIBER’s consent for such usage will not be given. Nothing contained herein shall be deemed to convey to Licensee any title, ownership, copyright or any other intellectual property rights in or related to a Program(s). Licensee shall not permit the use of the Program(s) by persons other than its employees and its Contract Users. Licensee will require the Contract User to agree in writing to (i) use the Program(s) only to perform internal data processing services for Licensee and (ii) to be bound by terms equivalent to those set out in this Agreement. Licensee remains responsible for the use of the Program(s) by all Contract Users.
	3. The LICENSEE may reproduce one (1) copy of the Software programs, in whole or in part, to be used solely for back-up or archival purposes. Hardcopy Software documentation may only be copied for internal use or with INGECIBER’s prior written consent.
	4. The LICENSEE will not decompile or reverse assemble the Software or enhance, modify, adapt or correct any part of the Software or create translations or derivative works without written authorization by INGECIBER. The LICENSEE will not un-bundled, un-coupled or un-combined the bundled software MSC Software and CivilFEM. As well, the LICENSEE will be responsible to follow the installation procedures in order to comply with this statement. Licensee authorizes the supplier to verify by the means it considers appropriate that the use of the Software is the legal and on the hardware for which it is licensed and subject to the conditions of this contract.
	5. Licensee shall not modify the License Key provided with the Program(s) in any way. Licensee may only modify the portions of a Program(s) provided in source code form. Except as expressly permitted by this Article 5.5 or as required to be permitted by local law, Licensee shall not (and shall not attempt to nor allow any third party to or attempt to) adapt, alter, amend, modify, reverse engineer, decompile, disassemble or decode the whole or any part of the Program(s) or translate the whole or any part of the Program(s) into another language. To the extent that local law expressly grants Licensee the right to decompile the Program(s) in order to obtain the information necessary to render the Program(s) interoperable with other computer programs used or to be created by Licensee, Licensor shall make the information readily available to Licensee and Licensee undertakes not to decompile (or attempt to do so) the Program(s) without first requesting such information from Licensor. Licensor shall have the right to impose reasonable conditions (such as the imposition of a reasonable fee) for making the information available. In order to ensure that Licensee receives the appropriate information, Licensee must first give Licensor sufficient details of Licensee’s objectives and other software concerned. All requests for the appropriate information shall be given by notice to be served in accordance with the terms of this Agreement. Licensee may not create any application programs using the Program(s) unless otherwise permitted in a separate written agreement executed by the parties.
	6. LICENSEE acknowledges that MSC Software is a product of the United States of America and CivilFEM of European Union and that the export, use, transmission or other transfer of CivilFEM and MSC Software or any results produced using CivilFEM and MSC Software is governed by the laws and regulations of the United States of America and European Union. LICENSEE agrees that it shall not use nor take, export or transmit Software to any other country, computer system or designated site different to the referenced in Appendix I without INGECIBER's prior written consent, which consent INGECIBER may grant or withhold in its sole discretion. LICENSEE shall not transmit to any other country any analysis results produced using CivilFEM and MSC Software, unless the transmittal of such results would be permissible under the laws and export regulations of the United States of America and European Union.
1. ***LICENSE KEYS***

6.1. A security device, an authorization file and/or a License Key may be provided for the use of the Software on a personal computer or server which will permit working with it on one (1) such computer or in one network at a time per licensed task.

6.2. Upon the termination of a license of the Software, LICENSEE shall return the security device and shall delete the authorization file and/or the License Key.

1. ***LICENSE FEES AND PAYMENT***

7.1. LICENSEE will pay to the SUBDISTRIBUTOR the License fees indicated in Appendix I, in addition to all applicable local taxes and duties. The LICENSEE will pay to the SUBDISTRIBUTOR unless the SUBDISTRIBUTOR’s Distribution Agreement entered into with INGECIBER is terminated and LICENSEE is notified in writing by INGECIBER, in which event LICENSEE agrees to make payments as specified by INGECIBER, in this case Maintenance will be provided by INGECIBER or other third party appointed by INGECIBER at such times as determined solely by INGECIBER.

7.2. Invoices issued hereunder will be paid as indicated in Appendix I. A charge for overdue payment equal to one percent (1%) will be added monthly to balances which are overdue.

***8. WARRANTY***

8.1. INGECIBER warrants that the Software will substantially conform to the Documentation in effect at the time of delivery. For a initial period of three (3) months following acceptance (as defined in Article 3.4) or while the LICENSEE is entitled to receive maintenance, and if duly notified in writing of a defect which it is able to reproduce on a appropriate processor, INGECIBER will use its best efforts either to issue an update to the Software or to supply a temporary fix or workaround, solely providing the Software remains unaltered, or change the Manuals or specifications as appropriated. The LICENSEE agrees to install any updates of the Software on receipt.

8.2. In the event that the Software, being of the latest official release of the relevant product, fails to perform substantially as warranted in this Agreement, INGECIBER’s and SUBDISTRIBUTOR’s sole obligation to LICENSEE shall be, at INGECIBER ‘s and SUBDISTRIBUTOR’s option, to:

1. Provide a correction or work-around to correct the breach; or
2. Ask for modifying the Software to conform substantially to the manual; or
3. If the Manual is in error, ask for INGECIBER to modify the manual to accurately reflect the Software’s actual operation; or
4. Permit LICENSEE to terminate the License for that Software and refund to LICENSEE a pro-rata share of the License Fees for that Software, considering 20 months for paid-up, 12 months for yearly maintenance and/or annual lease as amortisation time.

8.3. INGECIBER and the SUBDISTRIBUTOR do not warrant that operation of the Software will be uninterrupted or error free on the Software or integrated Products, or that it will meet the LICENSEE’s requirements. In using the program, the user accepts and understands that no warranty is expressed or implied by the developers or the distributors on the accuracy or the reliability of the program. The user must explicitly understand the assumptions of the program and must independently verify the results.

8.4. Defect correction and replacement do not extend the warranty beyond the initially stated and maintenance period.

8.5. THE WARRANTIES AND REMEDIES EXPRESSED HEREIN ARE SOLE AND EXCLUSIVE AND EXTEND ONLY TO THE LICENSEE. WARRANTY WILL NOT APPLY IF A DEFECT RESULTS FROM IMPROPER USE OR MANIPULATION BY THE LICENSEE, AUTHORIZED OR UNAUTHORIZED ALTERATIONS, MODIFICATIONS OR ENHANCEMENTS OR IF A DEFECT IS CAUSED DIRECTLY OR INDIRECTLY BY THE ACT, WHETHER COMMITTED BY FAULT OR NEGLIGENCE OR NOT, OF LICENSEE, ITS PERSONNEL OR ANY THIRD PARTY, OR IF THE BREACH OF WARRANTY IS CAUSED BY ANY COMBINATION OF THE SOFTWARE WITH ANY OTHER SOFTWARE, OR USE OF OTHER THAN THE MOST CURRENT RELEASE OF THE SOFTWARE.

8.6. INGECIBER, THE SUBDISTRIBUTOR AND MSC SOFTWARE CORPORATION DO NOT WARRANT THE ACCURACY, CODES INTERPRETATION OR THE APPLICABILITY OF THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR THE MANUALS. NO DOCUMENTS OTHER THAN THIS AGREEMENT AND THE MANUALS AND NO ORAL CONVERSATIONS, STATEMENTS OR REPRESENTATIONS SHALL BE OFFERED BY THE LICENSEE AS EVIDENCE TO EXPLAIN, EXPAND ALTER, ADD TO OR INVALIDATE THE EXPRESS WARRANTIES SET FORTH ABOVE. LICENSEE MUST CHECK ITS OWN RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR THE MANUALS.

8.7. THE ABOVE WARRANTIES SUPERSEDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

***9. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY***

9.1. LICENSEE acknowledges and explicitly recognises that all intellectual property rights in CivilFEM, including computer programs, related documentation, associated materials and all copies thereof, will be and remain the sole property of INGECIBER. LICENSEE acknowledges and explicitly recognises that all intellectual property rights in the MSC software, including computer programs, related documentation, associated materials and all copies thereof, will be and remain the sole property of MSC Software Corporation. LICENSEE agrees to reproduce the copyright statements on all complete or partial copies made of the Software and/or Documentation.

9.2. LICENSEE will use neither INGECIBER’s nor MSC Software Corporation’s logos nor trademarks in its own marketing materials, without first obtaining INGECIBER’s written authorization.

9.3. Disclosure of any marked confidential information will be limited to the LICENSEE’s employees and Contract Users having a need to access the Software in order to exercise the license. LICENSEE will take all measures necessary to maintain confidence and secrecy on all confidential information for the duration of the license and after its termination. The obligations of this section shall not extend to any information which:

(i) was lawfully known to LICENSEE prior the receipt from INGECIBER or the SUBDISTRIBUTOR; or

(ii) enters the public domain in general through no wrongful act or breach of this Agreement by LICENSEE; or

(iii) is received by LICENSEE from third party having a legal right to disclose such information.

9.4. The Software, as well as all the information and trademarks to it associated, is protected by what disposed in the Berne Convention and the above mentioned law, where the codifying legislation of the intellectual property law, legislation on industrial property and legislation with regard to competence were passed.

9.5. The user is not allowed to alter or erase the references to the intellectual property rights corresponding to INGECIBER or MSC Software Corporation under any circumstances.

***10. LIABILITIES AND INDEMNITIES***

10.1. NEITHER INGECIBER NOR THE SUBDISTRIBUTOR NOR MSC Software Corporation. WILL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE LICENSEE FOR:

1. ANY SPECIAL, DIRECT OR INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. ANY DAMAGES ARISING OUT OF THE ACT, WHETHER COMMITTED BY FAULT OR NEGLIGENCE, OF THE LICENSEE, INCLUDING DAMAGES CAUSED BY THE FAILURE TO OBSERVE ANY INSTRUCTIONS (I.E. USE INSTRUCTIONS PROVIDED BY INGECIBER) OR CAUSED BY THE USE OF THE SOFTWARE FOR A PURPOSE OTHER THAN THE INTENDED OR CUSTOMARY PURPOSE FOR WHICH THE SOFTWARE IS DEVELOPED.
3. ANY DAMAGES CAUSED BY PRODUCTS OR SERVICES FURNISHED BY OTHER SUPPLIERS ALTHOUGH THESE PRODUCTS ARE INTEGRATED WITH THE SOFTWARE, AND ANY DAMAGES CAUSED BY PRODUCTS WHICH HAVE BEEN MODIFIED OR SUPPORTED AND MAINTAINED BY OTHERS THAN INGECIBER.

10.2. INGECIBER will be responsible for any damages caused to the LICENSEE on the part of INGECIBER due to malevolent intent in relation to the purpose of this End User License Agreement.

10.3. The financial liability of any Licensor, including INGECIBER and/or SUBDISTRIBUTOR with regard to damages caused by negligence, as well as damages for breach of contract, will not under any circumstances exceed the amount of the fees paid by the LICENSEE to SUBDISTRIBUTOR or INGECIBER during the 12-month period immediately prior to the notice of any related loss.

10.4. **LIMITATION OF LIABILITY. SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR AND THE SUBDISTRIBUTOR SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSSES.** Regardless of whether or not the parties have been advised of the likelihood of such damages or losses, said limitation of liability includes but is not limited to lost profits (whether direct or indirect), revenues, anticipated savings, goodwill, business opportunities, wasted or lost production and/or management’s or employees’ time, or loss of or corruption of software data, or database configuration, or use of the Software(s) by Licensee, or inability of Licensee to use the Software(s), or inaccurate output, or Licensor’s breach of this Agreement whether in contract, negligence, tort, or under any other theory of liability. In no event shall Licensor’s and the SUBDISTRIBUTOR aggregate liability to Licensee exceed the fees received by Licensor and the SUBDISTRIBUTOR respectfully during the 12-month period immediately prior to the notice of any related loss. Licensee acknowledges that given all the circumstances, the limits on Licensor’s liability are reasonable because of (amongst other matters) the likelihood that without those limitations the amount of damages awardable to Licensee for a breach by Licensor or SUBDISTRIBUTOR of this Agreement may be disproportionately greater than the license fees paid or payable for the Software(s). Licensee acknowledges it has taken out adequate insurance to cover its risks under this Agreement. For the avoidance of doubt, Licensee is entirely responsible for keeping full back up copies of its software, data and database configurations in accordance with best industry practice.

***11. EXPORT REGULATIONS***

Delivery of Software hereunder will be subject to obtaining the applicable export and/or import licenses, where necessary. SUBDISTRIBUTOR will take all necessary steps to obtain such licenses. The LICENSEE will respect as well the licenses thus obtained by SUBDISTRIBUTOR as all applicable export regulations.

***12. TERM AND TERMINATION***

12.1. Lease License will be valid from the installation date defined in the present Agreement by the LICENSEE and will normally remain in effect according to the term defined in the Appendix I. The Lease License shall be continued for a renewal term equal to the duration of the immediately preceding License term unless either party notifies to the other party, with a minimum of thirty (30) days’ notice before the end of the agreed lease period, or their intent to terminate or modify the Agreement.

12.2. Paid-up License will be valid from the installation date defined in the present Agreement by the LICENSEE and will normally remain in effect until the LICENSEE discontinues its use unless terminated as provided in Article 12.3. Any party will give a minimum of thirty (30) days’ notice to the other party to terminate the Maintenance and services before the end of the agreed maintenance period.

12.3. INGECIBER and/or DISTRIBUTOR may terminate a license or suspend or terminate the performance of any related services immediately in the event of the LICENSEE being in breach of its obligations hereunder, or if the LICENSEE suffers any form of insolvency in any jurisdiction.

12.4. Termination, for whatever reason, will not affect the LICENSEE’s obligations neither any accrued financial obligations that the LICENSEE may have incurred under this End User License Agreement.

12.5. If the license for a program granted hereunder is terminated regarding Article 12.2 or the Lease License is not continued, LICENSEE shall immediately de-install the Software(s) from the Computer(s) in which it is installed and shall certify to INGECIBER in writing that the Software(s) is uninstalled and all copies thereof have either been destroyed or returned to INGECIBER. Any confidential information or material provided to LICENSEE in connection with the Software(s) shall be immediately returned to INGECIBER, unless otherwise specified by the INGECIBER.

***13. FORCE MAJEURE***

Neither party will be responsible for a breach of contract for causes reasonably beyond its control.

***14. GOVERNING LAW AND COMPETENT JURISDICTION***

14.1. The rights and obligations of the parties under these Software License Terms will be governed by Spanish law. The Courts of Madrid, Spain, will have full jurisdiction to hear any dispute arising under these terms. Notwithstanding all the rights and the obligations regarding to Article 6 (Fees and payments) will be governed by the Law of the SUBDISTRIBUTOR’s country also.

14.2. If any provision of this Agreement shall be invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity without invalidating the remainder of this Agreement.

***15. MISCELLANEOUS***

15.1. The LICENSEE declares that LICENSEE understands the terms, conditions and the entire English text of the present License Agreement.

15.2. The LICENSEE acknowledge that the whole manuals content and the available documentation of the Software are written in English, and that the technical staff that will use the Software have the necessary knowledge of the aforesaid language in order to understand the aforementioned documentation and not to use the Software improperly.

15.3. All notices required in this Agreement shall be given in writing to all parties and delivered by registered air mail, international air courier, facsimile, email or equivalent. Notices shall be effective when received as indicated on the facsimile, registered mail, email or other delivery receipt. All notices will be given by one party to the other at its address stated on the last page of this Agreement, unless a change thereof previously has been given to the party giving the notice.

15.4. The Articles 5.5, 7, 8, 9 and 10 will survive termination of this Agreement.

15.5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and transferees.

15.6. Any failure of any party to enforce any of the provisions of this Agreement will not be construed as a waiver of such right of the party thereafter to enforce each and every such provision.

15.7. This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, purchase orders, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

**In witness thereof, the parties hereto have executed this End User License Agreement by their legally duly authorized officer or representative:**

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| --- | --- | --- |
| ***Agreed to:*****(INGECIBER)** |  | ***Agreed to:*****(SUBDISTRIBUTOR)** |
| **INGECIBER, S.A.** |  |  |
| C.I.F.: A78348950 |  |       |
| Name: José Miguel Moreno Romero |  | Name:       |
| Position: CEO |  | Position:       |
| Date (dd/mm/yyyy):  |  | Date (dd/mm/yyyy):       |
| Sign:  |  | Sign:  |
|  |  |  |
| ***Agreed to:*****(LICENSEE)** |  |  |
|       |  |  |
|       |  |  |
| Name:       |  |  |
| Position:       |  |  |
| Date (dd/mm/yyyy):       |  |  |
| Sign:  |  |  |

**APPENDIX I**

**(CivilFEM® EULA)**

  **End User License Agreement Number:**

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| **LICENSE FORM** |

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| --- | --- | --- | --- | --- | --- |
| **PRODUCT** | **NUMBER OF TASKS** | **LEASE FEE** | **PAID-UP FEE** | **MAINTENANCE FEE** | **LEASE/MAINTENANCE****TERM** |
|       |       |       |       |       |       |
| **TOTAL:**  |

**Designated Site Information (This Section Must be Completed)**

|  |
| --- |
| **Designated Site Name:**  |
| **Designated Site Address:** | **Street:**  |
|  | **City:**  | **Zip Code:**  |
|  | **Country:**  | **Telephone:**  | **Fax:**  | **E-mail:**  |
|  | **Hostname:**  |
|  | **MAC Address:**  |
|  | **64-Bit Operating System:**  |

**Payment Terms:**

The LICENSEE shall pay to the SUBDISTRIBUTOR all the total license fees stated in this Appendix I, in the following terms:

* 30 days after the installation of the program with a temporary authorization file and/or License Key. Once payment is completed, the LICENSEE will receive the definitive authorization file and/or the License Key.
* Maintenance if continued after the initial period stated in this agreement, must be paid to SUBDISTRIBUTOR before the expiration of that maintenance period and, for the following years, at the subsequent anniversary dates.
* Late payments will be subject to a 1% monthly late penalty.

**Program Information:**

For Program(s) listed above which were originally licensed under a separate End User License Agreement version, such End User License Agreement version is hereby superseded and replaced with the End User Licensed Agreement version noted below.

This Appendix hereby incorporates the Terms and Conditions of the End User License Agreement version identified below.

The End User License Agreement version may be retrieved, printed and reviewed at the Restricted Area in www.civilfem.com.

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| **CivilFEM SUPPORT COORDINATOR:**       |
| **Phone:**       | **Fax:**       | **E-mail:**       |
| **Mailing Address:**       | **Shipping Address:**       |

**Agreed to: Agreed to: Agreed to:**

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| --- | --- | --- | --- | --- |
| **INGECIBER, S.A. (INGECIBER)** |  |  **(LICENSEE)** |  |  **(SUBDISTRIBUTOR)** |
| **C.I.F.: A78348950** |  |  |  |  |
| **Name: José Miguel Moreno Romero** |  | **Name:**  |  | **Name:**  |
| **Position: CEO** |  | **Position:**  |  | **Position:**  |
| **Date (dd/mm/yyyy):**  |  | **Date (dd/mm/yyyy):**  |  | **Date (dd/mm/yyyy):**  |
| **Sign:** |  | **Sign:** |  | **Sign:** |