

End User License Agreement (EULA)
Barracuda® and Barracuda Virtual Reactor®
Computer-aided Engineering Software

In consideration of sums paid by User, and the promises stated below, Licensor and User agree as follows:

1. Definitions.

1.1 "Licensor" means CPFD, LLC, a Texas limited liability company.

1.2 "User" means the business entity identified in the written License Confirmation delivered with this Product ("Parent"), along with its employees, agents and representatives, and any entity that is owned in part by, or controlled by, the Parent and their respective employees, agents, and representatives.

1.3 "Host" means a service provider who owns, maintains, and/or operates Computers on which the Product is installed, run, and maintained on behalf the User, along with its employees, agents and representatives, and any entity that is owned in part by, or controlled by, the Host. The User's License may be shared with a Host only insofar as is necessary for the Host to provide the required services to install, run, and maintain the Products. Unlike a User, a Host may not Use Product for its own purposes.

1.4 "Use" and "Using" mean to install, access, run, operate, or view the Product, or otherwise benefit from application of the functionality of the Product.

1.5 "Product" means (a) all of the contents of the drives, files, disk(s), CD-ROM(s) or other media on which the Barracuda or Barracuda Virtual Reactor or Barracuda VR® Software is stored and delivered to User with this License and Agreement, including but not limited to (i) the Software's object code ("Code"), (ii) related explanatory User's Manual and/or electronic files ("Documentation") and (iii) pictorial and graphical visual displays ("Graphics"); and (b) upgrades, modified versions, updates, improvements, enhancements, deletions, additions, patches, bug fixes and changes, including changes in functionality, if any, of the Code, Documentation or Graphics that the Licensor makes generally available to its customers (together, called "Upgrades").

1.6 "Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

1.7 "License Term" means the period of time specified in the written License Confirmation provided by the Licensor.

1.8 "Maintenance Term" means the period of time which the User is eligible for support defined in Section 5.

1.9 "Permitted Use" means computational modeling in connection with the design and analysis of (a) products manufactured or otherwise produced by User, and (b) equipment and processes employed by User in the manufacture or other means of producing User's products for sale, but subject to limitations in Section 3.

1.10 "Parties" means Licensor and User.

1.11 "Third Party" means any person or legal entity that is not CPFD, LLC or the User.

1.12 "Third Party Software" means the software referenced in Section 7.

2. Grant of License. As long as User complies with the terms and conditions of this License and Agreement, Licensor grants to User a nonexclusive, conditional, royalty-free license to Use a single, concurrent process of the Product in machine readable, object code form, during the License Term for the Permitted Use only (the "License"). This grant includes the right to make only one (1) backup copy of the Product provided that User shall not alter, obscure, or remove any copyright or other proprietary rights notices, identification labels, or legal notices contained within or appearing on or within the Product. User agrees to Use the Product only as permitted by this License in accordance with and subject to the conditions stated in this License and Agreement.

In connection with the License, Licensor shall license to User as a user authorization device, either a hardware key or a license file. User agrees to keep a current and valid license file or hardware key on the Computer executing the Product.

3. Limitations on Use. This grant does not include, and this License and Agreement expressly excludes from Permitted Use the modeling of sand foundry applications. Additionally, the following activities are excluded from Permitted Use: (a) employment of the Product (i) to model any process other than in connection with the design and analysis of products manufactured or otherwise produced by User, and equipment and processes employed by User in the manufacture or other means of producing User's products for sale and (ii) processing data or performing computational modeling for any third party; (b) sublicensing the Product or any part thereof except for a Host, as defined above; (c) transmission, communication, broadcasting, marketing, selling, displaying, or otherwise disseminating the Product or any part thereof, (d) leasing, lending or granting to a third party a right or privilege to use the Product or any part thereof, whether or not payment is to be received; (e) using more than one (1) concurrent process of the Product per License.

4. Product Upgrades. Licensor reserves the right to make Upgrades, without limitation and without obtaining prior approval from or notice to User. Upgrades may be offered for license by Licensor with additional or different terms than are stated in this License and Agreement. However, User may continue to use the Product as originally delivered and licensed and shall not be required to accept any Upgrades.

5. User Requirements. User shall designate one person who will be operating the Product to be the User's contact person ("Registered User"). Only the Registered User and persons who have received Licensor-approved training will be entitled to technical support. Licensor will provide support via telephone, e-mail, fax, and/or mail to User during the Maintenance Term. Support shall be for aid in general usage and assistance in employing the Product features.

6. Intellectual Property Rights. The Product contains intellectual property owned by Licensor. The organization, structure, and content Code of the Product embody technology, know-how, methods, processes, and algorithms that are valuable trade secrets and confidential information of Licensor. Ownership of this intellectual property, including trademarks and/or service marks, is protected by law, including without limitation the copyright laws of the United States of America and other countries, and by international treaties. This License and Agreement does not grant User any intellectual property rights in the Product. All such rights are retained by Licensor. User acknowledges that by virtue of this License and Agreement, User acquires only the right to Use the Product as provided in this License and Agreement, and no other right, title or privilege with respect to any aspect of the Product or Licensor's proprietary rights therein. Any presentation of User's calculated results to third parties must include a statement that the results are the product of the Product licensed from CPFD, LLC. User agrees to take all necessary action to protect the Product as Licensor's confidential and proprietary information, including the one (1) backup copy thereof, with the same degree of care as User employs regarding its own trade secrets, but not less than reasonable care, so as to maintain Licensor's intellectual property rights therein and to prevent the disclosure of the contents of the Product to any other person, firm, or corporation. User will strictly limit access to the Product to those of its employees requiring access to the Product for User's internal business purposes. Except to the extent any such limitation is contrary to applicable law, User is prohibited from and agrees that it shall not, directly or indirectly, reverse engineer, decompile or disassemble the Product or any portion thereof or otherwise attempt to discover any source code or trade secrets related to the Product, or

tamper with the associated authorization device. User is not authorized to and agrees not to modify, adapt or otherwise alter, translate or create derivative works based on the Product, not to customize or extend the functionality of the Product, and not to modify the Product. (Notwithstanding the foregoing, should User undertake any of these prohibited activities, then User grants to Licensor an exclusive, perpetual, worldwide, royalty-free, unconditional, transferable and non-cancelable license to make, use, practice, perform, display, sell, import, export, make derivative works from and sublicense any such modification, adaptation, alteration, translation, customization, extension or derivative work.)

7. Third Party Software. The Product may contain software components that are licensed to the Licensor by a Third Party. This License and Agreement does not grant User any intellectual property rights in the Third Party Software. Except to the extent any such limitation is contrary to applicable law or where explicitly permitted, User is prohibited from and agrees that it shall not, directly or indirectly, reverse engineer, decompile or disassemble the Product or any portion thereof or otherwise attempt to discover any source code or trade secrets related to the Third Party Software.

8. Conditions of Use. Regardless of any sum paid by User to Licensor, the License shall terminate automatically, without notice and with no other action required of Licensor, if and when:

- a) User attempts to use the Product other than as is permitted under Section 2 above; or
- b) User attempts to use the Product in violation of the limitations specified under Section 3 above; or
- c) User claims ownership of, or a proprietary interest in, all or any portion of the Product.

Termination of the License shall be in addition to, and not in lieu of, any other legal and equitable remedies available to Licensor.

9. Anti-Piracy. Software piracy is illegal and Licensor and its affiliates reserve the right to take all legal steps to stop piracy of their products and pursue those who take part in these activities. As part of these anti-piracy efforts, the Product may contain security mechanisms intended to detect the installation or use of illegal copies of the Product, and collect and transmit data relating to those illegal copies, and installation or use thereof, to Licensor and/or its affiliates, and/or their agents, contractors, suppliers, successors and assigns. By Using the Product, User agrees to such detection, collection and transmission, as well as to the use of such data, for the purposes of identifying illegal usage and protecting and enforcing intellectual property rights.

10. Licensor's Representations and Warranties. Licensor represents that it has the authority to grant to User the License, and to enter into this License and Agreement. Licensor warrants that the Product is delivered on non-defective media. Provided that at all times during the License Term User has been in full and complete compliance with this License and Agreement, as of the expiration of the License Term, and upon User's request and payment to Licensor of the then current License fee for a renewing User, Licensor warrants that it will issue to User a new license for the then current release version of the Product.

11. U.S. Government Users. If the Product is being licensed to the U.S. Government, the following terms in this Section 11 shall apply. The Product is comprised of "Commercial Items," as that term is defined at 48 C.F.R.

§2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. By accepting or using the Product, User hereby agrees that: (i) to the maximum extent possible under federal law, User shall be bound by the commercial terms and conditions contained in this License and Agreement, and (ii) this License meets User's minimum needs and is consistent with federal procurement law. U.S. Government Restricted Rights - If applicable, the Product is provided with restricted rights and use; duplication or disclosure is subject to the restricted rights provisions set forth at FAR 52.227-19 and DFARS 227-7202-3, as applicable, and this License and Agreement.

12. Renewal, Expiration, or Termination of License Term.

a) This Software License and Agreement will not automatically renew. At least 30 days prior to the conclusion of the License Term (and subsequent renewal terms, if applicable), Licensor, at its sole discretion, shall provide User with a quote for the renewal of the Software License and Agreement. Any change to pricing or License Terms shall be explicitly stated in this renewal quotation. To renew the Agreement, User must expressly accept any new or additional License Terms, as applicable. If a signed Agreement is not in place, acceptance of the license during the software install process shall be considered acceptance of any and all modified terms.

b) Upon expiration or termination of the License Term, for whatever reason, User no longer shall be entitled to Use the Product. Should User not request or not be entitled to receive issuance of a new license, User will return to Licensor, or destroy, all tangible media containing the Product and permanently delete all copies of the Product from any Computer drive or other electronic storage medium, in any form, in its possession. If User elects to destroy all copies of the Product, including portions stored electronically on User's Computer and in print, within ten (10) days following the expiration or termination of the License Term, User shall deliver to Licensor a certificate executed by an authorized officer of User stating that all of the Product in all tangible and electronic forms was completely destroyed and the date of such destruction. Notwithstanding any such expiration or termination, all the other covenants, conditions, terms and provisions of this License and Agreement shall continue in full force and effect for a period of fifty (50) years.

13. Restrictions and Limitations on Transfer. User may not sell, assign, delegate or otherwise transfer to any person or entity (together called "transfer") all or any portion of User's rights to Use or possess, or obligations with respect to, the Product, or the backup copy, by operation of law or otherwise, including in connection with the insolvency or bankruptcy of User. However, a transfer upon a Change of Control may be permitted in Licensor's discretion with Licensor's prior written consent. "Change of Control" means a sale of all or substantially all of User's assets, or any merger or consolidation of User with or into another corporation where User is not the surviving entity, or any sale of more than 50% of the voting securities of User, in one or more transactions during the License Term. Once permitted, any transfer will require (a) the complete transfer of (i) all rights of User under the License granted herein, and (ii) the Product, whether on separate media or on Computer hardware pre-installed with the Product, including all copies, Upgrades and prior versions; (b) User must retain no copies, including backups and copies stored on a computer for use (provided, however, that User shall not be in violation of this License and Agreement for failing to delete electronic material that may be

included in computer archives that cannot be reasonably purged); and (c) the receiving party must accept, adopt and agree to be bound by all of the covenants, conditions, terms and provision of this License and Agreement. Only the License granted herein will be deemed to have transferred in any such transaction and User shall continue to be bound by all of the other covenants, conditions, terms and provisions of this License and Agreement. Notwithstanding the foregoing, User may not transfer education, pre-release, or not for resale copies of the Product. Any attempted transfer in violation of this Section is void and Licensor shall have the right to terminate the License immediately. No transfer or attempted transfer by User shall cause the License Term to be extended or subject Licensor to any liability beyond that which is specifically provided herein.

14. Export Restriction. User agrees to comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any governmental authority having jurisdiction over the performance of this License and Agreement, including the U.S. International Traffic in Arms Regulations and the U.S. Export Administration Regulations, which may prohibit the export, release or disclosure of certain information, materials or products provided under this License and Agreement to foreign nationals inside or outside the United States of America without first obtaining an export license.

15. Compliance with License. No later than thirty (30) days following a request from Licensor, User agrees to certify (and if further requested, to document) that Use of any and all of the Product by User is and at all times has been in compliance with this License and Agreement. The License granted herein shall terminate immediately upon User's failure or refusal to certify (and if further requested, to document) that Use of any and all of the Product by User is and at all times has been in compliance with this License and Agreement, and Licensor shall have the immediate right to repossess the Product and all copies thereof.

16. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES MADE BY LICENSOR IN THIS LICENSE AND AGREEMENT, THE PRODUCT IS PROVIDED "AS IS". LICENSOR DOES NOT WARRANT THE PERFORMANCE OR RESULTS USER MAY OBTAIN BY USING THE PRODUCT. USER ASSUMES THE ENTIRE RISK AS TO THE QUALITY, OPERATION, AND PERFORMANCE OF THE PRODUCT AND THE RESULTS OBTAINED FROM THE OPERATION OF THE PRODUCT, WITH RESPECT TO USE OF THE PRODUCT OR USE OF RESULTS AND DATA DERIVED FROM SUCH USE, AND ANY LOSS OF USE, DATA, REVENUE, OR PROFIT.

16.1 EXCEPT FOR THE EXPRESS WARRANTIES MADE BY LICENSOR IN THIS LICENSE AND AGREEMENT, TO THE EXTENT ANY WARRANTY, CONDITION, REPRESENTATION OR TERM CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO USER IN USER'S JURISDICTION, LICENSOR DISCLAIMS AND MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

16.2 USER WAIVES, DISCLAIMS AND RENOUNCES ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF LICENSOR, AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF USER AGAINST LICENSOR, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, AND RELEASES LICENSOR FROM ANY OBLIGATION, LIABILITY, RIGHT, REMEDY OR CLAIM IN TORT, AND FOR ANY LOSS, DAMAGE, CLAIM, COST OR COST FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR ANY OTHER INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY, ECONOMIC, STATUTORY OR CONSEQUENTIAL DAMAGES WHICH OTHERWISE MIGHT BE CLAIMED BY USER, ALL WITH RESPECT TO,

ARISING OUT OF OR CONNECTED IN ANY WAY WITH ANY NONCONFORMANCE, DEFECT, BUG, VIRUS, SECURITY BREACH, DEFICIENCY OR ERROR IN THE PRODUCT, NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OF LICENSOR (WHETHER ACTIVE, PASSIVE OR IMPUTED), AND EVEN IF A LICENSOR REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS.

16.3 THE WARRANTY DISCLAIMERS AND EXCLUSIONS OF LIABILITY PROVIDED FOR IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LICENSOR AND USER.

17. Breach, Default, and Remedies. The Parties acknowledge that, in the event User fails to comply with its obligations under Sections 3 and 6 of this License and Agreement, Licensor may suffer irreparable harm and that in such event monetary damages alone would be inadequate to compensate Licensor. Consequently, in addition to such monetary relief as may be recoverable by law, User agrees that Licensor will be entitled to such temporary, preliminary and permanent injunctive relief as may be necessary to restrain any continuing or further breach by User, without showing or proving any actual damages sustained by Licensor and without the necessity of posting any bond (bonding being waived by User), or, if a bond cannot be waived, then a bond of minimal value only. In addition, Licensor shall have all other remedies and damages available to it in law or equity. Licensor is entitled to reimbursement from User for any expenses, legal fees, and/or court costs incurred in the enforcement of its rights and User's obligations under this License and Agreement, at trial and on appeal, and in the collection of damages.

18. Limitation of Remedies. IF A COURT OR ANY PERSON WITH AUTHORITY TO AWARD ANY RELIEF OR DAMAGES AGAINST LICENSOR STRIKES ANY PROVISION OF THE LIMITATIONS OR EXCLUSIONS OF LIABILITIES SUCH THAT USER IS PERMITTED TO PURSUE DAMAGES FOR ANY CLAIMS, RIGHTS, LIABILITIES, WARRANTIES AND OBLIGATIONS DISCLAIMED OR EXCLUDED HEREIN, THEN IN SUCH EVENT, USER AGREES THAT THE TOTAL LIABILITY OF LICENSOR AND LICENSOR'S AFFILIATES WITH RESPECT TO USER AND ITS AFFILIATES, AND USER'S SOLE REMEDY AGAINST LICENSOR AND ITS AFFILIATES FOR ALL CLAIMS OF ANY KIND ARISING OUT OF, RELATING TO OR CONNECTED IN ANY WAY WITH THE PRODUCT OR THIS LICENSE AND AGREEMENT, WHETHER ARISING IN CONTRACT, WARRANTY, TORT OR OTHERWISE INCLUDING ACTIVE, PASSIVE AND IMPUTED NEGLIGENCE, SHALL BE LIMITED TO THE RECOVERY OF GENERAL MONEY DAMAGES NOT EXCEEDING THE AMOUNT ACTUALLY PAID BY USER TO LICENSOR IN CONSIDERATION OF THIS LICENSE AND AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. USER AGREES NOT TO SEEK AND NOT TO COLLECT AGGREGATE LIABILITY, COSTS AND DAMAGES OF EVERY NATURE AND KIND AGAINST LICENSOR UNDER, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PRODUCT OR THIS LICENSE AND AGREEMENT, IN ANY AND EVERY CIRCUMSTANCE, IN AN AMOUNT GREATER THAN THE AMOUNT ACTUALLY PAID BY USER TO LICENSOR IN CONSIDERATION OF THIS LICENSE AND AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. USER AGREES THAT THE OBLIGATIONS OF LICENSOR AS SET FORTH HEREIN SHALL CONSTITUTE THE SOLE REMEDY FOR A CLAIM RELATING IN ANY WAY TO THE PRODUCT PROVIDED UNDER THE AGREEMENT. NOTHING CONTAINED IN THIS AGREEMENT LIMITS LICENSOR'S LIABILITY TO USER IN THE EVENT OF DEATH OR PERSONAL INJURY RESULTING FROM LICENSOR'S GROSS NEGLIGENCE OR FOR THE TORT OF DECEIT (FRAUD).

18.1 Notwithstanding the foregoing, if the Product is delivered to User in either the countries of Germany or Austria, and the User normally is located in or domiciled in Germany or Austria, then the preceding paragraph

does not apply. In the alternative, User agrees that Licensor's statutory liability for damages will be limited as provided in the following: (i) Licensor will be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation and (ii) Licensor will not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation. The foregoing limitation of liability does not apply to any mandatory statutory liability, in particular, to liability under the German Product Liability Act, liability for assuming a specific guarantee or liability for culpably caused personal injuries. User is required to take all reasonable actions to avoid damages and to reduce damages, in particular to make a backup copy of the Product and User's computer data subject to the provisions of this License and Agreement.

19. Indemnification. User agrees to defend Licensor, its members, managers, directors, officers, employees and agents, and their respective members, managers, directors, officers, employees and agents (together, "Licensor's Affiliates"), against, and except if prohibited by law, to indemnify them, and to hold them harmless from, all claims and liabilities arising out of or in any way relating to or connected with this License and Agreement or the use of the Product, whether or not arising in tort or occasioned by the negligence of any of them, including costs, expenses and attorneys' fees, arising out of or relating to (i) injury to or death of any person or persons, including employees of User, but not employees of Licensor; or (ii) loss of or damage to any property; and (iii) successfully establishing the right to indemnification. User's obligations under this indemnity shall survive the expiration, termination, completion or cancellation of the License granted herein.

20. Grant to Licensor. For so long as this License and Agreement remains in force, User grants to Licensor a non-exclusive, royalty-free, non-transferable right to use, publish and display (i) User's corporate name and logo, (ii) images and animations created by Licensor using User's data and conditions and (iii) computer aided design files generated by Licensor from User data, only for advertising and marketing of the Product, all with proper trademark registration attribution to User.

21. Governing Law. This Agreement shall be governed in all respects by, the internal laws of the State of Texas as applied to agreements entered into, without regard to principles of conflicts of law. With respect to any disputes arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the state courts in Harris County in the State of Texas (or in the event of exclusive federal jurisdiction, the courts of the Southern District of Texas, Houston Division). Licensor and User waive application of the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, as amended.

22. No Waiver. The Parties' exercise of, or failure to exercise, any right, remedy or privilege under this License and Agreement will not constitute a waiver of any rights of that party under this License and Agreement.

23. Invalidity. If any provision of this License and Agreement is held unlawful or otherwise ineffective, in whole or in part, by a court of competent jurisdiction, the remainder of the License and Agreement shall remain in full force and effect so long as neither party is deprived of a material benefit or protection bargained for; and provided, further, that any such unenforceable provision will be modified, or the License and Agreement interpreted to the maximum extent permitted, to effectuate to the maximum extent possible the original intent and purpose of the Parties.

24. Force Majeure. Licensor shall not be in breach of or in default under this License and Agreement for failing to

perform any undertaking if such failure results from an act of God or other cause beyond the control of Licensor. In the event of any such cause, the period within which Licensor is obligated to perform shall extend for a reasonable period following the cessation of any such cause.

25. Rejection of Additional and Conflicting Terms. Terms and conditions contained in any purchase order or other communication - whether oral or written - issued by User for the Product, other than the specification of the number of Licenses ordered and Product identification, shall not be binding on Licensor to the extent that such terms and conditions are additional to or inconsistent with those contained in this License and Agreement and the written License Confirmation. All such terms and conditions are expressly rejected. Any modification of this License and Agreement must be in writing and signed by authorized representatives of Licensor and User.

26. Interpretation. Section and paragraph headings in this License and Agreement are for convenience only and do not constitute part and parcel of this License and Agreement. The parties do not intend the Section and paragraph headings to augment, diminish, distinguish or explain the text of each Section or paragraph. Section and paragraph headings are not to be used to modify, construe or interpret the text of any Section or paragraph, or this License and Agreement as a whole.

27. Record of Agreement. A record of acceptance of and agreement to this License and Agreement by the User is and will be maintained by the Product.

28. Entire Agreement. This License and Agreement and the written License Confirmation delivered with the Product, constitute the entire agreement between the parties and supersede all prior or contemporaneous proposals, negotiations, representations, promises, statements, understandings, purchase orders and agreements - whether oral or written - between Licensor and User concerning the subject matter of this License and Agreement. All such prior and contemporaneous matters are deemed to have merged into and superseded by this License and Agreement.

29. Educational Users. Users of the Product who are schools, colleges, universities, trade schools, academic institutes and similar academic facilities may have received an "Educational License and Agreement". These Users will be deemed "Educational Users". Whereas the primary business of Educational Users is research and teaching, Educational Users do not customarily offer products for sale.

The License and Agreement for Educational Users is modified as follows:

a) For Educational users, the above Section 1.9 is replaced by: "Permitted Use means computational modeling for non-commercial research or educational purposes only; and is also subject to the limitations in Section 3.

b) Section 3 for Educational Users is replaced by: "Limitations on Use. This grant does not include, and this License and Agreement expressly excludes from Permitted Use the modeling of sand foundry applications. Additionally, the following activities are excluded from Permitted Use: (a) employment of the Product for computational modeling (i) other than for non-commercial research or educational purposes and (ii) processing data or performing computational modeling for any third party; (b) sublicensing the Product or any part thereof; (c) transmission, communication, broadcasting, marketing, selling, displaying, or otherwise disseminating the

Product or any part thereof, (d) leasing, lending or granting to a third party a right or privilege to use the Product or any part thereof, whether or not payment is to be received; (e) using the Product on more than one computer, and if the Product has been delivered to User loaded onto a computer, transferring or loading the Product onto any other computer; (f) using more than one (1) concurrent process of the Product per License."

c) All other sections of this License and Agreement remain in full force for Educational Users. Any commercial use of the Product will constitute a material breach of this License and Agreement.

30. Due Authority. The person entering into this License and Agreement on behalf of User warrants that he or she has the unconditional power and authority to accept and enter into this License and Agreement on behalf of User. User acknowledges that he or she has read, understands and intends to be bound by the terms and conditions of this License and Agreement.

CPFD, LLC
10899 Montgomery Blvd. NE, Suite A
Albuquerque, NM 87111
Phone +1.505.275.3849
Fax +1.505.275.3346
info@cpfd-software.com
www.cpfd-software.com

CPFD® and Barracuda® and Barracuda Virtual Reactor® and Barracuda VR® are registered trademarks of CPFD, LLC.