

7-DAY SOFTWARE EVALUATION AGREEMENT

LICENSOR:

CONVERGENT SCIENCE, INC.

6400 Enterprise Lane Madison, Wisconsin 53719 USA

DISTRIBUTOR:

IDAJ Co., Ltd.

2-2-1-1 Minato Mirai, Nishi-ku, Yokohama Kanagawa Japan

LICENSEE with principal offices located at the ADDRESS below agrees to the following terms and conditions upon the use of the product provided by Convergent Science, Inc., located in Wisconsin USA. ("LICENSOR") through IDAJ Co., Ltd. located in Yokohama JAPAN ("DISTRIBUTOR").

1. **Grant of License.** Subject to the provisions of this Agreement, LICENSOR grants to LICENSEE, and LICENSEE hereby accepts, a limited, personal, non-exclusive, non-transferable object code license for LICENSEE to use the CONVERGE® CFD software and related software program(s), module(s), and component(s) ("Licensed Software") according to the terms of this Agreement. LICENSEE's right to use the Licensed Software shall lapse at the expiration of this Agreement unless extended by LICENSOR, in its sole discretion. If LICENSEE desires to continue using the Licensed Software following the expiration of this Agreement, LICENSEE must enter into a separate license agreement for the Licensed Software. Should the Licensed Software include any Open-Source Software, LICENSEE's use of the Open-Source Software will be governed by, and subject to, the terms and conditions of the related open-source and public licenses. LICENSOR will provide LICENSEE with the license name, author information, license source, access information, and other relevant information for Open-Source Software as required under the license terms for each Open-Source Software.
2. **Prohibitions.** LICENSEE and its authorized employees and contractors receive no title to, or ownership of, any copy of or the Licensed Software itself. The rights granted to LICENSEE and its authorized employees and contractors under this Agreement are limited to the express terms hereof. Specifically, except as provided herein, and subject to the Open-Source Components license terms, if applicable, no right is granted to LICENSEE or its authorized employees and contractors to, and LICENSEE, its employees and contractors shall **not**
 - 2.1.1. sell, reproduce, publish, license, distribute, disseminate, sublicense, rent, or lease any portion of the Licensed Software, provided, however, LICENSEE is granted a limited right to copy, distribute, and disseminate all or any portion of the Licensed Software only to the extent necessary for use consistent with the terms of this Agreement;
 - 2.1.2. attempt to reverse engineer, decompile, recompile, disassemble, modify, translate, or make any attempts to discover the source code of the Licensed Software or make derivative works from the Licensed Software;
 - 2.1.3. breach or circumvent any disclosed or undisclosed security device or intended protection used for or contained in the Licensed Software, including, but not limited to the License Key File;
 - 2.1.4. use the Licensed Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or any applicable Law; or
 - 2.1.5. use the Licensed Software for the purposes of (i) developing, using, marketing, or providing a competing software product or service; (ii) performance testing or benchmarking studies; or (iii) any other purpose that is to LICENSOR's detriment or commercial disadvantage.
3. **Fee.** The fee for this evaluation license is \$0 (fee waived).
4. **Term and Termination.** The term of this Agreement begins on the date of last signature and ends seven (7) days thereafter ("Term"). Upon expiration of this Agreement, LICENSEE shall immediately (i) cease using the Licensed Software; and (ii) destroy all types of media and documentation in relation to Licensed Software.
5. **Confidentiality.** LICENSEE shall not disclose Proprietary Information to any third-party or parties not directly affiliated with the LICENSEE. Proprietary Information includes, but is not limited to, input files, manuals, training materials, and software executables.
6. **No Warranty.** **THE LICENSED SOFTWARE AND ALL THIRD-PARTY SOFTWARE AND MATERIALS ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND AND LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE'S SOLE REMEDY FOR DISSATISFACTION OF ANY NATURE WITH THE LICENSED SOFTWARE IS TO STOP USING THE LICENSED SOFTWARE AND TERMINATE THIS AGREEMENT.**
7. **Indemnification By LICENSEE.** LICENSEE shall indemnify, defend, and hold LICENSOR harmless from any claim, loss, cost, expense, demand, or damage, including reasonable attorneys' fees, arising directly or indirectly from LICENSEE's use of the Licensed Software.
8. **Export Control.** LICENSEE shall comply with all applicable export and reexport control laws and regulations. LICENSEE certifies, represents, and warrants that neither the Licensed Software nor any component thereof is being or will be acquired, shipped, transferred, exported, or re-exported, directly or indirectly, into any country prohibited by export restrictions and controls. LICENSEE shall take all actions that may be reasonably necessary to assure that no end user contravenes such laws, regulations, restrictions, and controls.
9. **Entire Agreement.** This Agreement is the entire understanding of the parties with respect to the subject matter hereof. Any terms on or referenced by a purchase order issued by the LICENSEE which modify, contradict, delete from or add to the terms of the Agreement shall be rejected by all parties and shall not be applicable in governing the usage of Licensed Software.

The duly authorized representative of the following LICENSEE will apply for the use of the Licensed Software based on the above software evaluation agreement to LICENSOR through DISTRIBUTOR.

LICENSEE:

| | |
|--------------|--|
| Signature | |
| Name | |
| Title | |
| COMPANY NAME | |
| ADDRESS | |
| Date | |