

IIHS Bumper Barrier FE Model License Agreement

This is a legal license agreement (“Agreement”) between NetShape International LLC, 39625 Lewis Drive, Novi, MI 48377 USA (“NetShape”) and (“User”) as identified in the “User Information” on Schedule A.

1. DEFINITIONS

Bumper Barrier FE Model – Finite element model of the IIHS Bumper Barrier and any related documentation developed by NetShape.

UTV FE Model - Finite element model of a Universal Test Vehicle used to correlate the IIHS Bumper Barrier FE model with physical test results.

License – The right to use the licensed model only in accordance with this agreement.

Site – A geographical location of the User company at which the licensed FE model will be used as set forth as “Geographical Location” on Schedule A.

2. GRANT OF LICENSE

NetShape grants the User a non-exclusive, non-transferable license of the Bumper Barrier FE model and/or UTV FE Model for the term of this agreement at the User’s site or sites if a multiple site license is purchased. User shall not sell, license, distribute, disclose, market, rent, or lease the licensed FE model(s) to any third party and shall use the FE Model(s) only in connection with User’s business.

3. LICENSE RESTRICTIONS

All rights of this agreement may be assigned or transferred only with prior written permission from NetShape.

4. SUPPORT AND MAINTENANCE

NetShape will provide support and maintenance for the licensed Bumper Barrier FE model and/or UTV FE Model at no additional cost, for the first year of the perpetual license. Further support and maintenance can be purchased under a separate contract.

Support includes advice on usage of licensed FE model(s) and assistance with any errors identified in the licensed FE Model(s) by the User. User agrees to promptly report to NetShape all defects or errors found in the licensed FE model(s). NetShape will answer questions by telephone, email and/or facsimile. NetShape shall respond to the User’s request for service within a reasonable time considering all circumstances at the time of the request, including the nature of the service required.

NetShape shall use its reasonable efforts to correct any variance between licensed FE model(s) performance and licensed FE model(s) documentation during the next release cycle and/or model development phase. NetShape shall distribute to the User the corrected licensed FE model(s) and/or documentation as soon as it becomes available.

Normal support services as described above will be provided up to a maximum number of 15 hours for a single site license or 40 hours for a multiple site license during the term of the Agreement. Purchase of the UTV FE model will provide an additional 15 hours of technical support. Additional assistance in connection with FE model(s) usage, training, and/or User-desired capability can be procured from NetShape under a separate agreement.

5. TERM AND TERMINATION

The license shall commence on the Start Date of this Agreement and will automatically terminate on the End Date (where applicable) shown in Schedule A, unless both parties sign a written agreement to extend the Term.

If either party fails to perform any obligation undertaken by it herein, the other party may terminate the license upon thirty (30) days prior written notice, unless the party receiving such notice solves said failure of performance to the reasonable satisfaction of the party giving notice within said thirty (30) day period.

The User's obligations regarding confidentiality and proprietary rights, as set forth herein shall survive termination of this Agreement. Upon termination of this Agreement, the User shall immediately discontinue use of the licensed FE model(s), delete and destroy all copies from User's computer system(s), and sign a Discontinuance Agreement, provided by NetShape, which certifies to NetShape that the licensed FE model(s) have been removed and all copies thereof have either been deleted or returned to NetShape. Any confidential information or material provided to the User in connection with the licensed FE model(s) shall be returned at the same time.

6. TITLE, COPYRIGHT AND CONFIDENTIALITY

User understands that the title to and ownership of the licensed FE model(s), and all applicable rights in patents, copyright, and trade secrets therein are the sole and exclusive property of NetShape and shall remain with NetShape and are protected by United States Copyright Laws and international treaty provisions.

The licensed FE model(s) is considered "Confidential Information" by NetShape. User agrees to protect the licensed FE model(s) with at least the same standard of care and procedures which User uses to protect its own proprietary information and in no event, less than a reasonable standard of care. User will not transmit the licensed FE model(s) over unsecured offsite communication lines, nor shall User permit the licensed FE model(s) to be used by any other person other than its employees and consultants working in User's offices. User will acknowledge NetShape as the originator of the FE model in any report, publications or marketing materials based thereon.

User shall not attempt to disassemble or in any way modify the licensed Bumper Barrier FE model in LS Dyna format without expressed written consent of NetShape. The User may convert the Bumper Barrier FE Model format to a software other than LS Dyna but NetShape will not provide technical support for any software other than LS Dyna and will not accept liability nor responsibility for any results obtained using alternate software.

7. LICENSE FEE.

Contemporaneously with execution of this Agreement, User agrees to pay a license fee to NetShape the amount of \$3,500 USD for a single site license or \$10,000 USD for a multiple site license ("License Fee"). At their option, the User can also purchase the FE model of the Universal Test Vehicle for an additional \$4,800 USD. Until such time as the License Fee is paid, NetShape shall have no obligation under this Agreement, including the obligation to deliver the FE Model(s).

8. NO OTHER WARRANTY

User acknowledges that the licensed Bumper Barrier FE model and the UTV FE model are being provided to user "as is." NetShape disclaims all warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose. NetShape does not warrant that the licensed FE model(s) will meet User's requirements, operate in combinations selected by User, produce results desired by User or operate without interruption or errors.

9. LIMITATION OF LIABILITY

User assumes sole responsibility for the selection of the licensed FE model(s), determination as to the appropriateness of the licensed FE model(s) for User's needs and the application of the results obtained from the use of the licensed FE model(s). NetShape shall not be liable for any loss or damage that may arise in connection with supply, performance or use by User of the licensed FE model(s), including, without limitation, any direct, indirect, special, incidental or consequential damages of any kind.

10. REMEDIES

The Parties agree that Netshape shall be entitled, in addition to any other remedies available to it, either at law or in equity, to injunctive relief to enforce the terms of this Agreement. In the event NetShape is required to enforce this Agreement in any manner, including filing suit for injunctive relief or damages, User shall pay all costs incurred by NetShape in enforcing this Agreement, including actual attorney fees.

11. GOVERNING LAW

This Agreement shall be subject to and interpreted in accordance with the laws of the United States of America and the State of Michigan. The parties agree that each will be subject to the jurisdiction of the state courts of Ottawa County and the Federal District Court of Western Michigan and that venue is proper for state court actions in Ottawa County and Kent County for federal court matters.

12. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties and supersedes all prior oral and written agreements and understandings relating thereto. The Terms & Conditions of this Agreement shall take precedence over the Terms & Conditions of User's purchase order. This Agreement shall only become effective when executed by both parties.

13. ACCEPTANCE

By signing below User understands and accepts all conditions laid out in this Agreement including Schedule A.

NetShape: Netshape International, LLC, a
Michigan limited liability company

User:

Sign: _____

Sign: _____

Name: Dave Reierson

Name: _____

Title: Program Manager - International

Title: _____

Date: _____

Date: _____

SCHEDULE A

IIHS Bumper Barrier FE Model License Agreement**USER INFORMATION**

Company Name: _____

Company Address: _____

Country: _____

Contact Name: _____

E-mail: _____

Phone Number: _____

Site Address (if applicable)* _____

* Reference section 2: Grant of License

Start Date	Reference Purchase Order Date
End Date	Perpetual

ADDITIONAL INFORMATION

GEOGRAPHICAL INFORMATION

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