

ADORE License Agreement

A signed copy of the following agreement must accompany all purchase orders.

Corporate Individual (please check one)

**License Agreement
for use of the computer program
ADORE
(Advanced Dynamics of Rolling Elements)**

between

**Pradeep K Gupta Inc (PKG Inc)
117 Southbury Road
Clifton Park, New York 12065-7714
U. S. A.**

(hereinafter referred to as "Licensor")

and

_____ (specify name and address)

(hereinafter referred to as "Licensee")

made this ____ day of _____, 20____.

1. Licensor hereby grants to Licensee a nonexclusive, paid-up, permanent license to the use of the above identified computer program subject to the conditions of this agreement.
2. The computer program in any and all forms, including source listings, magnetic tapes, diskettes, compact disks and any machine language or compiled binary codes generated on Licensee's computer system shall be designated as CONFIDENTIAL AND PROPRIETARY. Licensee shall not, without prior written consent of Licensor, disclose or use the computer program outside its own organization.
3. In the event of a corporate license, the licensee shall not transfer this license to another corporation without written consent of the Licensor and payment of associated fees at the time of transfer. Individual licenses are not transferable.
4. The computer program shall consist of electronic files containing user instructions and source codes of the selected program options. All files will be transmitted electronically to a designated electronic

mail address. Compilation, execution and use of the computer program shall require access to the stated compilers, graphics libraries and other system software. It will be Licensee's responsibility to obtain access to appropriate compilers, graphics libraries and system software on the computer system in its organization. Conversion of the computer program to other equivalent system software may be done either by Licensee at the expense of its organization, or by Licensor under a separate Time and Materials Contract, the terms and conditions of which shall be mutually agreed to by Licensee and Licensor. In any case, all forms of the converted program shall be subject to restrictions of paragraph (2).

5. Licensee shall install the computer program on only **one** computer system within its organization. In case of multiple licenses, each license may be installed on a designated computer system. When five (5) corporate licenses are purchased in a single order, licensee becomes eligible for a blanket corporate license under which an unlimited number of installations of the software may be made within the licensee's organization.

6. Licensor agrees to deliver the computer program to Licensee within sixty (60) days after the acceptance of this agreement.

7. The license fees shall conform to the price schedule current on the date of acceptance of this agreement and a copy of this schedule shall be attached to this agreement. All license fees shall be payable in full within thirty (30) days following receipt of the computer program when Licensee is a United States firm. If Licensee is a firm outside the United States of America, all licensee fees shall be payable in full within sixty (60) days after the acceptance of this agreement and the computer program shall be delivered within a period of thirty (30) days AFTER receipt of payment.

8. When an appropriate support and update option is purchased, the Licensor shall provide, for duration of the support option, adequate instruction to Licensee for correcting any identified errors and/or incorporation of any improvements and enhancements to the computer program, as and when such updates become available. This update service shall be performed at Clifton Park, New York, USA, or at Licensee's request, at other locations, provided, however, a separate Time and Materials Contract to perform this service is negotiated between Licensee and Licensor prior to the performance of update service.

9. After expiration of any support or update options, Licensee shall receive a written notification about the availability of future program update and support options. Licensee shall have the option to purchase such options, for a fee determined by Licensor, within the time period specified in the notification. Licensor may discontinue sending future notifications to Licensee if, at any point, Licensee decides not to purchase the update and support options.

10. Licensor DOES NOT warrant that the computer program shall be free of errors and/or analytical defects and assumes absolutely no responsibility and/or liability to Licensee, or any third party, for any damages which could be either a direct or an indirect result of an error or analytical defect in the computer program. The foregoing warranty is exclusive and it is in lieu of all other warranties whether written, oral or implied. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THAT EXPRESSLY STATED ABOVE.

11. If for Licensee's convenience its purchase order form or letter is used to implement or accept the license, it is expressly understood and agreed that the terms and conditions stated herein shall control and any additional or different terms and conditions shall not be effective or binding unless separately assented to in writing by Licensor.

Signatures:

Licensee: _____
Name: _____
Company: _____
Address: _____

Licensor: _____
Dr. Pradeep K. Gupta
Pradeep K Gupta Inc
117 Southbury Road
Clifton Park, NY 12065-7714
U. S. A.