



INTERNATIONAL STRUCTURAL ENGINEERS, INC. SOFTWARE LICENSE AGREEMENT

INTERNATIONAL STRUCTURAL ENGINEERS, INC. (hereinafter referred to as "ISE", for and in consideration of the terms and conditions herein set forth and for a long term or annual license fee, hereby grants to the Customer, and Customer accepts, a personal, non-transferable, and non-exclusive license to use the licensed computer software programs named:

Program(s): _____

(hereinafter referred to as "licensed programs") subject to the following terms and conditions.

LICENSE:

The licensed programs are supplied by ISE solely for the Customer's internal business purposes for use on a single designated CPU. A separate license is required for each CPU on which the licensed program will be used. All rights, title and interest in and to the licensed programs and all related materials are and shall at all times remain the sole and exclusive property of ISE. Neither the licensed programs nor this Agreement may be assigned, sublicensed or otherwise transferred by Customer without the prior written consent from ISE.

TERMS:

The license under this Agreement shall remain in effect for fifteen years if the Customer paid for a long term license or for one year if the Customer paid for an annual license, unless terminated earlier pursuant to the terms described herein. ISE may terminate the license if the Customer fails to comply with any of the terms and conditions set forward in the Agreement. The license shall automatically terminate upon any act of bankruptcy by or against the Customer, upon any attachments, execution of judgment or process against the Customer or its assets, or upon cessation of the business of the Customer.

TAXES:

License fees are exclusive of, and Customer is responsible for, all sales and use taxes, and any other taxes and assessments lawfully levied against or upon the licensed programs or their use, or arising out of this Agreement, exclusive of taxes based on ISE's net income.

DELIVERY, DELAYS:

Delivery will be F.O.B. ISE. Customer will be responsible for all subsequent charges. ISE will, however, unless otherwise directed in writing by Customer, prepay transit insurance and freight and bill Customer for such charges.

ISE shall not be liable for any delay in delivery.

PAYMENT:

Terms are net thirty(30) days from date of delivery subject to Customer's maintaining credit arrangements satisfactory to ISE. Otherwise, terms are net 10 days from date of delivery. If payment is not received within the stated period at ISE's place or business, ISE shall have the right to discontinue Customer's usage of the licensed programs, and Customer hereby waives any rights to continued usage of the licensed programs if these payment terms are not met. ISE shall be held harmless for any claim whatsoever arising out of discontinuance of usage of the licensed programs by Customer due to nonpayment.

LIMITED PERMISSION TO COPY LICENSED PROGRAMS:

Customer shall not copy, in whole or in part, any licensed programs which are provided by ISE in machine readable format except (i) for use by Customer on the designated CPU, (ii) to understand or modify the contents of such machine readable material, or (iii) for archiving or backing up purposes. Customer shall maintain appropriate records of the number and location of all copies that it may make of any licensed programs and shall make such records available to ISE upon request thereof. The original, and any copy of the licensed programs, in whole or in part, shall at all times be the sole and exclusive property of ISE. Customer shall reproduce ISE's copyright notice and all other proprietary notices of ISE on all copies of the licensed programs in the same form as affixed to and/or imbedded in the licensed programs delivered to Customer by ISE.

PROTECTION AND SECURITY:

Customer shall not cause or permit disclosure of any licensed programs, in any form, to any

person other than Customer's or ISE's employees without the prior written consent of ISE. Customer shall take all reasonable steps to safeguard the licensed programs so as to ensure no unauthorized person shall have access to any of them, and that no unauthorized copy, in whole or in part, in any form, shall be made. Customer expressly acknowledges that the licensed programs are confidential and proprietary property of ISE and hereby agrees to receive and maintain same as confidential disclosure.

MAINTENANCE:

ISE's sole maintenance obligation will be to make available to Customer all updates, modifications and corrections to the licensed programs and documentation for twelve (12) months from the time of delivery. Customer can, thirty (30) days prior to the end of the twelve (12) months period, elect to extend the maintenance period an additional twelve (12) months, at the then prevailing maintenance prices. Notwithstanding the foregoing, ISE shall have no maintenance obligation with respect to a licensed program which is used or operated in a manner or in an environment not consistent with the purpose for which such program was designed, or for a licensed program which has been modified or repaired other than by ISE or its authorized representative.

TERMINATION:

Within thirty (30) days after the date of expiration or earlier termination of any license under this Agreement, Customer shall, at Customer's election, either (i) return to ISE all existing copies of such licensed programs and their related materials, or (ii) furnish to ISE, evidence satisfactory, that the original and all copies of the licensed programs, in whole or in part, in any form, have been destroyed.

WARRANTY AND LIMITATION OF LIABILITY:

ISE warrants that the licensed programs and documentation supplied under this Agreement shall, at the time of delivery to Customer, be true and exact copies of the programs and documentation ordered as described in ISE's current applicable software product description. ISE's sole obligation under this Agreement shall be to replace non-conforming items or to correct non-conformities reported in writing by Customer to ISE within thirty (30) days following original delivery.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, ARE WAIVED AND EXCLUDED. ISE SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED OR EXPENSES INCURRED BY CUSTOMER OR BY OTHER PERSONS, ARISING FROM OR IN CONNECTION WITH THE DELIVERY, INSTALLATION, MAINTENANCE, USE OR PERFORMANCE OF THE LICENSED PROGRAMS OR DOCUMENTATION, AND IN NO EVENT SHALL ISE BE LIABLE FOR SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES OF ANY KIND. ISE'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY.

PATENT AND COPYRIGHT INDEMNIFICATION:

ISE (or its supplier), will defend, at its expense, any action brought against Customer to be the extent that it is based on a claim that the software, or part thereof, used within the scope of the license hereunder, and ISE (or its supplier), will pay any costs, damages and legal fees finally awarded against Customer in such action which are attributable to such claim, provided that the Customer notifies ISE promptly in writing of the claim, and ISE may fully participate in the defense and/or agree to any settlements of such claim.

ISE (or its supplier), shall have no responsibility hereunder if the claim is based on (i) the use of other than a current unaltered release of the software available from ISE if such infringement would have been avoided by the use of a current unaltered release, or (ii)

the use or combination of the software with non-ISE programs or data.

The foregoing states the entire liability of ISE with respect to infringement of any copyrights or patents by the software or documentation or any parts thereof.

GENERAL:

This agreement will become binding when a written acceptance of Customer's order is sent to Customer by ISE. If any of the provisions, portions thereof, of this Agreement are found to be invalid by any court of competent jurisdiction, same shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. This Agreement shall be governed by the laws of the State of California, United States of America, and Customer expressly submits to jurisdiction therein by process served by mail on Customer at its address known to ISE. Customer agrees to advise ISE of all changes in Customer's address. ISE's main address is P.O.Box 836, Hawthorne, California 90251, U.S.A. This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

AUTHORIZED CUSTOMER REPRESENTATIVE:

Signature: _____ Date: _____
Name Printed: _____
Title: _____
Company Name: _____
Address: _____

REQUIRED COMPUTER SITE INFORMATION:

Person to contact regarding actual use and to send maintenance updates to:

Telephone: _____
Designated CPU: _____
Model: _____
Serial No.: _____

LICENSE NUMBER ISSUED: _____

ISE, Inc.:
By: _____ Date: _____

=====
COPYRIGHT © 1991 - 2002 by
INTERNATIONAL STRUCTURAL
ENGINEERS, INC. ("ISE")
P.O. Box 836, Hawthorne, CA 90251,
USA
Telephone +1(310)643-7310
ALL RIGHTS RESERVED
=====

