SeaFEM NON-COMMERCIAL LICENSE AGREEMENT

This is a legal agreement between the individual or company who has obtained a NON-COMMERCIAL license of the software program SeaFEM (hereafter referred to as USER) and Compass Ingeniería y Sistemas (hereafter referred to as COMPASSIS) having its principal place of business at C/ Tuset 8, 7o 2º, Barcelona (Spain), email: info@compassis.com.

SeaFEM is a software tool for the seakeeping and maneuvering analysis of naval and offshore structures, developed by the International Center for Numerical Methods in Engineering (hereafter referred to as CIMNE) and COMPASSIS,and includes executable code and documentation.

This Agreement represents the entire and exclusive agreement between USER and COMPASSIS.

AGREEMENT COVERAGE

This Agreement shall be effective upon its execution by both USER and COMPASSIS and shall remain in force for its full term unless it is terminated by USER or by COMPASSIS.

A non-exclusive and nontransferable license is granted to the USER to install and use the SeaFEM for academic or research non-profit purposes. Use of SeaFEM under this Agreement is restricted to non-commercial purposes. Commercial use of the Software requires a separately executed license agreement. USER agrees that it will use the Software solely for internal, NON-COMMERCIAL purposes and shall not distribute or transfer SeaFEM to any person or third parties without prior written permission from COMPASSIS. The term "NON-COMMERCIAL," as used in this Agreement, means academic or research which (a) is not undertaken for profit, or (b) is not intended to produce works, services, or data for commercial use, or (c) is neither conducted, nor funded, by a person or an entity engaged in the commercial use, application or exploitation of works similar to SeaFEM.

Such use and reproduction is limited to the INSTALLATION SITE, except for the cases included in the USE AND REPRODUCTION LIMITATIONS section below, for the EVALUATION VERSION of SeaFEM. No rights are granted to use SeaFEM other than those in this Agreement.

For the purposes of this Agreement, an "INSTALLATION SITE" shall mean a single physical computer and Operating System or a portable device (like an USB memory stick). License will be attached to that physical Computer/device during its operation time. COMPASSIS can, at his own decision, permit the transfer of the license to a new physical computer, provided that SeaFEM is completely uninstalled and deleted from the previous computer.

TERM OF THE AGREEMENT

The period for authorized use of SeaFEM, under the terms and conditions of this Agreement, shall continue until COMPASSIS or USER terminates this Agreement. This Agreement can be terminated for any reason by either party in writing with 30 days advance via a current e-mail address as provided.

Additionally, this Agreement will be terminated when the computer or portable device where the software has been installed, ceases to operate, changes the Operating System or its physical configuration, unless COMPASSIS decides to provide a license transfer to another computer.

COMPASSIS can provide special licenses that have a termination date. In this case, the termination date will be clearly defined in the contract.

USE AND REPRODUCTION LIMITATIONS

USER can make additional copies of SeaFEM when they are needed for maintenance or backup purposes.

USER can redistribute SeaFEM, provided that the new users will only use it in its EVALUATION VERSION (see EVALUATION VERSION section) or will obtain a new license from COMPASSIS.

USER may modify SeaFEM for USER's own use to form an updated work, provided that, upon termination of this Agreement, SeaFEM supplied to USER will be removed from the updated work and either returned to COMPASSIS or otherwise disposed of or destroyed. All modifications shall be subject to the terms and conditions of this Agreement unless otherwise approved by COMPASSIS.

USER can redistribute a modified copy of SeaFEM, in its indicia or insignia or external form, only if USER has a written permission of COMPASSIS to do it.

EVALUATION VERSION

SeaFEM evaluation version is a fully functional version, except that it has some limitations on the size of the models that can be dealt with. SeaFEM evaluation version can be freely used by USER under the terms of this Agreement.

SeaFEM evaluation version can be redistributed provided that it is subject to the terms and conditions of this Agreement.

DEMOVERSION

A DEMO VERSION of SeaFEM is the temporary activation of SeaFEM full program by the means of a free and temporary password.

This test version is provided with the sole purpose of testing the program and checking its capabilities. It cannot be used for any production work unless otherwise stated by COMPASSIS.

ACKNOWLEDGEMENT

USER agrees that any publication of results obtained with SeaFEM under this Agreement will acknowledge its use by an appropriate citation to "SeaFEM" and COMPASSIS website "http://www.compassis.com".

REDISTRIBUTION OF SEAFEM AS COMPONENT OF OTHER PRODUCT

SeaFEM can be adapted and converted to a component of another software product for internal use of USER.

It can only be distributed as a component of another software product with an additional written agreement from COMPASSIS or one of its subsidiary companies, authorized by COMPASSIS.

This type of distribution is accepted and promoted by COMPASSIS. To qualify for the written permission, contact COMPASSIS.

UPDATE AND MAINTENANCE

For SeaFEM under this licence, no updates or maintenance are provided. COMPASSIS may provide free user support to a certain extent, to USER and, always, at COMPASSIS criteria.

COMPASSIS can provide additional product support, based on a fee.

DISCLAIMERS

In no event shall COMPASSIS be liable to USER for any damages, including, but not limited to, direct, indirect, special or consequential damages, arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, whether or not based upon warranty, contract, tort or otherwise, whether or not injury was sustained by persons or property or otherwise, and whether or not loss was sustained from loss of use, data, or profits.

This Agreementdoes not provide any warranty of SeaFEM outside of what is outlined herein, whether express, implied, or statutory, including, but not limited to, any warranty that SeaFEM will conform to specifications, any warranty of merchantability of fitness for a particular purpose, and any warranty that SeaFEM will be free from error.

REQUEST A NON-COMMERCIAL LICENSE

Your name (USER):

E-mail address:

Telephone number:

Company/Institution name:

Company/Institution address:

City:

State/Province:

Country:

Postal/ZIP code:

I hereby accept the terms and conditions of this SeaFEM Non-Commercial License Agreement.

Signature: