

LICENSE AGREEMENT FOR DEA-SOLVER-PRO

This Agreement is between SAITECH, Inc., a New Jersey corporation ("SAITECH"), having an address at P.O. Box 431, Holmdel, New Jersey 07733, and your organization ("LICENSEE") on the date when LICENSEE installs COMPUTER PROGRAMS as defined below.

1. DEFINITIONS

In this Agreement, COMPUTER PROGRAMS mean the object code computer programs provided to LICENSEE by SAITECH and listed in EXHIBIT A ("Software"). Documentation means the document listed in EXHIBIT A.

2. GRANT OF RIGHT

SAITECH hereby grants to LICENSEE and LICENSEE hereby accepts from SAITECH, a personal, non-exclusive, non-transferable and non-assignable license to use COMPUTER PROGRAMS. LICENSEE may install and use COMPUTER PROGRAMS solely for its internal research and/or business purposes. LICENSEE may copy COMPUTER PROGRAMS into any machine readable form for back-up purposes only in support of such use. No other copies other than for back-up purposes may be made under this Agreement. LICENSEE must reproduce and include any copyright notice on any back-up copy of COMPUTER PROGRAMS. No ownership of interest, copyright, or title to the intellectual property in COMPUTER PROGRAMS is transferred to LICENSEE. For the stand-alone license, LICENSEE is entitled to one (1) license for one (1) CPU, and shall request issuance of one password within sixty (60) days from the receipt of COMPUTER PROGRAMS. For the network or floating license, LICENSEE is entitled to a pre-determined number of licenses for multiple CPUs, and a dongle device to manage the multiple licenses.

3. LIMITED WARRANTY AND TECHNICAL SUPPORT

(a) SAITECH warrants that COMPUTER PROGRAMS will meet the specifications set forth in Documentation on the installed CPU for thirty (30) days after LICENSEE receives COMPUTER PROGRAMS. SAITECH's obligation is contingent upon LICENSEE promptly notifying SAITECH if COMPUTER PROGRAMS do not meet the specifications during such period. SAITECH at its option will replace, repair or modify COMPUTER PROGRAMS which do not meet the specifications set forth in Documentation listed in EXHIBIT A, or refund the payment to LICENSEE upon terminating this Agreement according to 7.1.

(b) During thirty (30) day period following the receipt of COMPUTER PROGRAMS, SAITECH will furnish technical support services to LICENSEE by e-mail through a designated e-mail address specified by SAITECH. **THE TECHNICAL SUPPORT IS PROVIDED BY EMAIL ONLY.**

4. PAYMENT

As full consideration for the rights and services granted hereunder, LICENSEE agrees to pay the license fee described in the signed order application form. Payment to SAITECH is not refundable after thirty (30) days, and shall be made by a check or bank wire transfer to the designated SAITECH's account together with this LICENSE AGREEMENT. Upon receiving the payment, SAITECH will send LICENSEE COMPUTER PROGRAMS.

5. NON-DISCLOSURE OF PROPRIETARY INFORMATION

LICENSEE may not use, copy, modify or otherwise transfer COMPUTER PROGRAMS or any copy, modifications or merged portion, in whole or in part, except as expressly provided for in this Agreement. LICENSEE may not reverse compile, disassemble, or in any way reverse-engineer COMPUTER PROGRAMS.

6. DISCLAIMER

Except as set forth in Section 3, SAITECH makes no representations or warranties, expressly or impliedly. By way of example but not limitation, SAITECH makes no representations or warranties of merchantability or fitness of COMPUTER PROGRAMS for any particular purpose, or that the use of COMPUTER PROGRAMS will not infringe any patent, copyright or other intellectual property right. SAITECH shall not be held to any liability with respect to any claim by LICENSEE, or a third party on account of, or arising from, the use of COMPUTER PROGRAMS.

7. TERMINATION

7.1 Term: This Agreement is effective as of its date above and shall continue in effect until terminated as provided herein. LICENSEE may terminate this Agreement any time by destroying COMPUTER PROGRAMS together with all copies, modifications and merged portions in any form. This Agreement will terminate for breach as provided for in Section 7.2 hereof.

7.2 Termination for Breach: If LICENSEE fails to fulfill one or more of its obligations under this Agreement, SAITECH may, upon its election and in addition to any other remedies that it may have, at any time terminate all the rights granted by it hereunder by not less than one (1) month's written notice to LICENSEE specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied. Upon such termination, LICENSEE shall destroy all copies of COMPUTER PROGRAMS in its possession and certify such destruction in writing to SAITECH within ten (10) days. In the event of termination, SAITECH shall have no obligation to refund any amounts paid pursuant to Section 4.

7.3 Survival: The obligation under Sections 5 and 8.1 shall survive and continue after any termination of rights under this Agreement.

8. CONFIDENTIALITY

LICENSEE agrees to hold all parts of COMPUTER PROGRAMS in confidence for SAITECH. LICENSEE further agrees not to make any disclosure of COMPUTER PROGRAMS (including methods or concepts utilized therein) to anyone, except to employees and subcontractors of LICENSEE to whom such disclosure is necessary to the use for which rights are granted hereunder. LICENSEE's obligations under this Section 8.1 shall not apply to any information relating to COMPUTER PROGRAMS (including any method or concept utilized therein) that is or become available without restriction to the general public by acts not attributable to LICENSEE or its employees, was rightfully in LICENSEE's possession without limitation on disclosure before disclosure hereunder to LICENSEE, or is rightfully disclosed to LICENSEE by a third party without restrictions on disclosure.

YOU ACKNOWLEDGE THAT BY INSTALLING COMPUTER PROGRAM, YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT A: COMPUTER PROGRAMS to be furnished

I. Software:

DEA-Solver-Pro Version 15.0 (or the latest version)

II. Documentation:

DEA-Solver-Pro User's Guide 15.0 (provided as a PDF file, User's Guide15.0.pdf, or the latest version)