



1. This is a legal agreement between an educational institution (hereinafter referred to as the “User”) and Ronald H. Aungier (hereinafter referred to as the “Supplier”) for use of the *TurbAero* software system (hereinafter referred to as the “Software”).
2. The Supplier grants the User the right to a non-exclusive and non-transferable license for unlimited use of the Software by students and faculty at a single site exclusively for educational (non-commercial) use. The authorized single site is identified by the User’s address below unless modified in writing by the Supplier. Use of the Software on sponsored R&D programs which directly and exclusively support the User’s educational programs is authorized.
3. The User agrees to prevent any unauthorized copying of the software or its distribution media and to maintain confidential the password required to activate the software after installation on a computer. Reasonable copying of the distribution media for the purpose of backup is authorized. The User may not decompile, rent, resell or redistribute the Software.
4. The Supplier recognizes that complete control of individual copies of the Software at an educational institution is not practical. The User’s responsibility to prevent unauthorized use of the Software is limited to restricting installation of the Software to computers normally used by the faculty and students as authorized in item 3, above.
5. The Supplier expressly disclaims any warranty of the Software. The Software, its support files and related documentation are supplied on an “as is” basis without any warranty of any kind, either expressed or implied. The entire risk arising out of use or performance of the Software remains entirely with the User.
6. There is no implied warranty of the fitness of the Software for any particular purpose either commercial or otherwise. The Supplier shall not be liable for any damages or any other financial loss arising out of the use or inability to use the Software. The entire risk arising out of use or performance of the Software remains entirely with the User.
7. The User agrees that the Supplier’s total liability and the User’s exclusive remedy shall in no case exceed the Software license fee actually received by the Supplier. Both parties stipulate that the Supplier has received no license fee for this license. It is being supplied as a courtesy to support the User’s educational program objectives.
8. The Supplier includes his personal gas property database file as a courtesy to assist the User in establishing his or her own database for the intended applications. Due to the nature of the underlying technology, no gas property database can be adequate for all possible applications. It is the sole responsibility of the User to establish a gas property database specifically for the intended applications and to confirm its accuracy.

**AGREED TO AND ACCEPTED:**

Institution: _____  Address: _____ _____ _____ Authorized Signature: _____  Printed Name: _____  Title: _____  Date: _____	1211 Shady Hill Road.  Greensburg, PA 15601  _____  Ronald H. Aungier  Independent Consultant  _____
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