



1. This is a legal agreement between a single-user (an individual, hereinafter referred to as the “Purchaser”) of this license to use the *TurbAero* software system (hereinafter referred to as the “Software”) and Ronald H. Aungier (hereinafter referred to as the “Supplier”).

2. The Supplier grants the Purchaser the right to a non-exclusive and non-transferable license to use one (1) copy of the Software on one (1) computer at any one time. The Software may be installed on more than one computer so long as the Purchaser remains the sole user of the Software on all of those computers.

3. The Purchaser 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 Purchaser may not decompile, rent, resell or redistribute the Software.

4. The Purchaser is authorized to use the Software for three (3) months prior to payment of the license fee. During that trial period, the Purchaser may return the Software distribution media and the original license agreement along with a signed certification that no copies of the Software or its distribution media have been retained by the Purchaser. Both parties agree this will cancel this agreement and the payment due. If the Software is retained in any form after the end of trial period, the Purchaser agrees to promptly remit the license fee due to the Supplier.

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 Purchaser.

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 for loss of business profit, business interruption 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 Purchaser.

7. The Purchaser agrees that the Supplier’s total liability and the Purchaser’s exclusive remedy shall in no case exceed that portion of the purchase price for the Software license actually received by the Supplier.

8. The Supplier includes his personal gas property database file as a courtesy to assist the Purchaser 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 Purchaser to establish a gas property database specifically for the intended applications and to confirm its accuracy.

AGREED TO AND ACCEPTED:

Single-User: _____

Address: _____

Signature: _____

Date: _____

Ronald H. Aungier

1211 Shady Hill Road.

Greensburg, PA 15601
