



Structural Dynamics Research Lab  
Mechanical Engineering Program  
College of Engineering and Applied Science  
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598 Rhodes Hall, PO Box 210072  
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## **SOFTWARE LICENSE AGREEMENT**

### ***UC-SDRL Research Software***

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You shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold harmless UC, its trustees, directors, officers, employees, agents and affiliates, against all claims, proceedings, demands, and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of, connected with, resulting from or sustained as a result of executing or performing all or any part of this Agreement or of use of the Program by you. In no event shall UC be liable for special, direct, indirect or consequential damages, losses, costs, charges, claims, demands, fees or expenses of any nature or kind.

### **5. NON-USE OF NAMES**

You shall not use the name of University of Cincinnati nor the names of any of its employees nor any adaptation thereof in any advertising, promotional or sales literature without prior written consent obtained from UC in each case, except that you shall give appropriate credit in professional journals and publications to UC and its Structural Dynamics Research Lab.

### **6. TERMINATION**

Upon any material breach of this Agreement by you, UC shall have the right to terminate this Agreement by giving thirty (30) days written notice thereof to you. Such termination shall become effective unless you shall have cured any such breach prior to the expiration of said thirty (30) day period. Upon termination, you shall provide UC with written assurance that the original and all copies of the Program, including partial copies in modifications, have been destroyed, except that, upon prior written authorization from UC, you may retain a copy for archive purposes.

## **7. NOTICES**

Any notice required or permitted under this Agreement shall be sufficiently made or given on the date of mailing if in writing and sent to such party by registered or certified mail, postage prepaid or an overnight courier with signature required, addressed to it at its address below, or as it shall designate by written notice given to the other party.

In the case of UC:

Director of Intellectual Property  
University of Cincinnati  
P.O. Box 210829  
Cincinnati, OH 45221-0829

## **8. MISCELLANEOUS**

- 8.1.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 8.2.** This Agreement constitutes the full and complete understanding between UC and you with respect to this Agreement, and the provisions hereof replace and supersede any and every other Agreement between them respecting the Program, or any service rendered hereunder, and supersede any provisions on the face and reverse side of any Purchase Order or any attachment thereto inconsistent with the provisions hereof.
- 8.3.** Any modification of this Agreement to be effective must be in writing signed by both parties.
- 8.4.** If one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 8.5.** No waiver by either party of any rights hereunder shall be valid unless it shall be in writing signed by that party. The omission by either party to insist upon strict performance of any provision of the Agreement shall not be construed as a waiver of such provision.

## **APPENDIX A – Distribution/Maintenance Fee**

Single User License

Distribution or Maintenance Fee: \$1,250.

Once the License is accepted, the user will be contacted via the email address provided by the user during the license registration process to determine whether software is needed. Payment of the Distribution/Maintenance Fee will be arranged at that time. The annual period of the Distribution/Maintenance Fee will begin when the software is received by the user.

## APPENDIX B – Computer and License Activation (Security)

UC-SDRL RESEARCH SOFTWARE is restricted for use on specific computer equipment owned by the Licensee. The number of computers is defined by the type of License (Single in this case). The Licensee agrees to provide information about the organization and the computer(s) that will be utilized.

The required information will be collected via a single Microsoft Excel formatted file provided to the Licensee once the License is accepted. Once the information is provided via the Excel file and returned by the Licensee, a license activation (security) file will be provided that will allow the Licensee to run the software. Changes to this license activation (security) file can be made quarterly during the Term if changes to the computers or users are required. If there is no active Distribution or Maintenance Fee, no changes to the security file are permitted until the Term is renewed or extended.

The information that is collected via this process includes, but is not necessarily limited to, the following:

- Company Name and Address
- User (Technical Contact) Name, Address, Phone Number and Email.
- Purchasing Contact (if different than User) Name, Address, Phone Number and Email.
- Licensing Contact (if different than User) Name, Address, Phone Number and Email.
- List of Licensed Computer(s)
  - Computer Type (make/model):
  - Operating System:
  - Hardwire (internal) Ethernet MAC Address (xx-xx-xx-xx-xx-xx):
  - Wireless Ethernet MAC Address (xx-xx-xx-xx-xx-xx) if present:

The information collected by this process will be used primarily for the purpose of developing a license activation (security) file that will allow the software to run properly on the designated computer(s). The information will also be used as necessary to contact and interact with the users. At any time during the Term, the Licensee can update the file to change the information as needed.

The MAC address can be retrieved using the 'ipconfig' or ipconfig /all' command from the Command Prompt window also. The MAC Address of hard wired Ethernet connection (12 digit hex number returned by the "ipconfig /all" command in a Command Prompt window is what we use to lock the software to a specific computer. You need the physical address for the 'Ethernet adapter Local Area Connection', i.e. xx-xx-xx-xx-xx-xx)