

# Terms and Conditions for Consulting Supplied by Bodie Technology, Inc.

This document states terms and conditions governing Consulting supplied by Bodie Technology, Inc.

## 1. Definitions

### 1.1. BODIE

Bodie Technology, Inc (“BODIE”) is a Florida corporation, corporate headquarters at 10242 NW. 3rd Place, Coral Springs, FL 33071.

### 1.2. Customer

A person and/or entity requesting and/or utilizing Consulting services supplied by BODIE.

### 1.3. KORNUCOPIA

The Kornucopia® Suite of Software (“KORNUCOPIA”) consists of two distinct versions, one for the MATLAB® platform (Kornucopia® ML™) and a deprecated version for the Mathcad® 14 and 15 platforms. KORNUCOPIA for the Mathcad platform is no longer available. KORNUCOPIA is developed and owned by Bodie Technology, Inc. (“BODIE”). All rights, title, copyright, and other intellectual property rights and interest in KORNUCOPIA are and remain in BODIE. BODIE reserves all rights to KORNUCOPIA not expressly granted to Customer by this document.

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Consulting provided by BODIE to Customer is defined to include, but is not limited to, development of KORNUCOPIA scripts to assist Customer in specific analysis tasks based on Customer's requests, and guidance or other work by BODIE to help Customer with various engineering analysis tasks and/or the use of KORNUCOPIA. **This document does NOT grant any rights to nor a license for KORNUCOPIA to Customer. To utilize KORNUCOPIA, the Customer must obtain a valid software license from BODIE.**

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