

# Terms and Conditions for Kornucopia® Level II Tech Support

This document states the terms and conditions for **Kornucopia® Level II Tech Support** provided by Bodie Technology, Inc. This service was previously referred to as **Kornucopia® Level II Maintenance and Support**.

Any reference in other documents to **Kornucopia® Level II Maintenance and Support** is hereby deemed to refer to **Kornucopia® Level II Tech Support** as defined in this document.

## 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 Kornucopia® Level II Tech Support 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.

### 1.4. Kornucopia® Level II Tech Support

Kornucopia® Level II Tech Support 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.**

## **2. Intellectual Property**

### **2.1. License**

In consideration of the payment of fees by Customer to BODIE related to obtaining Kornucopia® Level II Tech Support, BODIE grants to Customer a revocable (in the event of a breach), nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform and distribute within Customer's enterprise and to Customer's affiliates and successors copies of, and to prepare derivative works based on the custom scripts, worksheets, or other work-product developed or furnished by BODIE for the purpose of providing Kornucopia® Level II Tech Support to the Customer. The Customer acknowledges that the custom scripts, worksheets, or other work-product provided by BODIE may or may not require KORNUCOPIA and/or other software to execute. This license does NOT grant any rights to nor a license for KORNUCOPIA to Customer. This license does NOT extend to any training courses or related training material provided by BODIE to Customer. All training courses and related materials created by BODIE are copyrighted by BODIE and Customer shall not reproduce or distribute them without prior written notice from BODIE.

### **2.2. Bodie Rights**

BODIE maintains sole and exclusive ownership of any software and methodology developed by BODIE that is contained in or used to create the Kornucopia® Level II Tech Support work-product. BODIE shall not by this document or work product acquire any rights in any of Customer's data or other Customer Confidential Information, clearly marked as Confidential Information, made available to BODIE in the course of performing services hereunder. It is expressly understood that BODIE owns all intellectual property with respect to analysis methods, experimental methods, programming techniques and software components contained in the work-product created by BODIE that were not provided by Customer to BODIE and which Customer cannot demonstrate prior ownership of. BODIE shall not be restricted from performing similar services for other customers or from using the same personnel to perform similar services for other customers. BODIE will only utilize Confidential Information or data made available by Customer to BODIE for the sole purpose of supporting the Customer.