

## UNIVERSITY LEASE AGREEMENT

**PLEASE READ THIS UNIVERSITY LEASE AGREEMENT CAREFULLY BEFORE OPENING THE SEALED PACKAGE. BY DOWNLOADING AND INSTALLING THE SOFTWARE PACKAGE, YOU ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LEASE AGREEMENT BELOW:**

This UNIVERSITY LEASE AGREEMENT is entered into, by and between InternetCAD.com, Inc., a Texas corporation located at 10880 Cassandra Way, Dallas, Texas 75228 (hereinafter the "Lessor"), and \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter the "Lessee"), to lease its Software Product set forth in Exhibit A. Effective this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ upon the terms and conditions hereinafter set forth, for the consideration stated herein.

<b>Quantity</b>	<b>Description</b>
_____	iTools Place and Route Software Package

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**SOFTWARE LOCATION:(IF OTHER THAN ABOVE ADDRESS OF CUSTOMER)**

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<b>Term of Lease</b>	<b>1 year</b>
<b>Number of Lease Payments:</b>	<b>1</b>

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**Rental Payments payable as follows:**

Lease Payment:	\$N/A**
Insurance Costs (if applicable)	\$0
Applicable Rental/Use Taxes to be Billed (or are included)	\$0
<b>Total Payment Per Period:</b>	<b>\$0</b>

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\*\*In exchange for the evaluation copy of the InternetCAD (iTools) Place and Route Software Package, said university / researcher above, shall grant to InternetCAD.com, Inc. the rights to license the research work that is being performed by said university / researcher in the electronic design automation field (EDA). This clause does not apply if the university / researcher does not license any of its' research to any party.

## **TERMS AND CONDITIONS**

1. **LEASE.** Lessor leases to Lessee and Lessee hereby hires and takes from Lessor the personal property consisting of certain proprietary computer software as set forth on the above lease schedule which shall include all replacement parts, additions, upgrades and maintenance (hereinafter referred to as the "Software"). The Software is and shall at all times be and remain the sole and exclusive property of the Lessor and Lessee shall have no right, title or interest therein or thereto except as to the use thereof subject to the terms and conditions of this Lease.
2. **LIMITED WARRANTY.** Lessor makes no warranties (express, implied or statutory) with respect to the Software and the accompanying written materials including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event will Lessor be liable to Lessee for any direct or indirect damages including loss of profits, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use of or inability to use the Software. In no event, will Lessor's liability exceed the amount of the lease payments charged.
3. **TERM AND RENEWAL.** The original and non-cancelable term of this Lease shall commence on the effective date as set forth above and shall terminate at the expiration of one (1) year.
4. **SOFTWARE ACCEPTANCE.** Lessee's execution of this Agreement acknowledges that all Software set forth above was received and installed and is in good and operable condition and that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under this Lease Agreement.
5. **PLACE OF USE.** Lessee shall keep the Software at its place of business as specified above. Lessee covenants and agrees not to allow the use of the Software by other businesses, entities or individuals and that said Software shall be used only on the work stations authorized by this Lease. Lessee further covenants and agrees not to copy, rent, sublease, license, transfer, donate, commercially exploit, reverse engineer, decompile, disassemble (or allow the same to occur) the Software, or any part thereof.
6. **USE AND RETURN OF SOFTWARE.** Lessee shall exercise due and proper care in the use of the Software. Upon expiration or termination of this Lease, Lessee, at its sole expense, shall forthwith pack and return the Software to Lessor at 10880 Cassandra Way, Dallas Texas 75228 or such place as may be designated by Lessor in the same condition as when received by the Lessee, reasonable wear and tear alone excepted.
7. **INDEMNITY.** Lessee shall indemnify and hold Lessor harmless of and from any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits or legal proceedings, including court costs, expenses and reasonable attorneys' fees, related to the use of the Software, provided however that Lessor shall indemnify and hold

Lessee harmless to the same degree expressed herein from any claim that Lessee's use of the Software violates the intellectual property rights of another.

8. **TITLE.** All of the Software shall remain personal property and the title thereto shall remain with the Lessor at all times. Lessee shall keep the Software free from any and all judgments, liens and encumbrances. Lessee shall give Lessor immediate notice of the attachment or other judicial process, lien or encumbrance affecting the Software and shall indemnify and save Lessor harmless of and from any loss or damage caused thereby.
9. **RIGHT OF INSPECTION.** Lessor, its agents and representatives shall have the right at any time during usual business hours to inspect the Software and for that purpose to have access to the location of the Software.
10. **NON-WAIVER.** Lessor's failure at any time to require strict performance from Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and not alternative.
11. **POSSESSION OF SOFTWARE.** Lessor covenants to and with Lessee that Lessor is the lawful owner of said Software and that conditioned upon Lessee's performance of the conditions herein, Lessee shall peacefully and quietly hold and use the Software during the term of this Lease without hindrance.
12. **DEFAULT** If Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee; or if Lessee, without Lessor's prior consent, attempts to alter, modify, translate, decompile, disassemble, copy, sell, trade, transfer, encumber, pledge, sublease or in any way dispose of the Software, then Lessor or its agents shall have the right to exercise any one or more of the following remedies:
  - a. To sue for and recover damages for the Lessee's default.
  - b. To demand and take possession of the Software without demand or notice where ever the same may be located, with or without court order Lessee hereby waives any and all damages occasioned by such retaking of possession of such Software. Any said taking of possession shall not constitute a termination of this Lease and shall not relieve Lessee of its original obligations under this Lease unless Lessor expressly so notifies Lessee in writing.

Additionally, Lessor shall have upon default such other and further remedies and rights as may be available at law by reason of the Lessee's default.
13. **ATTORNEYS' FEES.** In the event either the Lessor or Lessee is required to retain the services of any attorney to enforce their rights under this Lease, and the same results in legal action being filed, then the prevailing party shall be entitled to all reasonable and necessary attorneys' fees, court costs and disbursements.

14. **ASSIGNMENTS.** Neither Lessee nor Lessor shall assign any rights or obligations herein with regard to this Lease without the written consent of the other party.

15. **RISK OF LOSS.** Lessee hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the Software from any cause whatsoever and no loss, theft, damage or destruction of the Software shall relieve Lessee of any obligations under this Lease and this Lease shall remain in full force and effect. Lessee shall promptly notify Lessor in writing of any such loss, theft, damage or destruction of the Software.

16. **BINDING AGREEMENT.** This Lease shall be binding upon the Lessee and its heirs, legal representatives, successors and assigns and shall inure to the benefit of the Lessor, its successors, legal representatives and assigns.

17. **GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE MADE AND EXECUTED IN DALLAS COUNTY, TEXAS AND SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**

18. **SEVERABILITY.** If any provision hereof or any remedy herein provided for is invalid under any applicable law, such provision shall be inapplicable and deemed omitted. However, the remaining portions herein, including remaining default remedies, shall be given full force and effect in accordance with the intent of this document.

19. **NO OTHER AGREEMENTS.** This instrument dated on \_\_\_\_\_ contains the entire agreement between the parties hereto with respect to the subject matter contained herein. By signing this Lease Agreement, you are stating that you are a non-profit organization (school or university) and that the free license will not be used for commercial and product development purposes. There are no other agreements, written or unwritten, that shall bind the parties.

**Internet CAD.com, Inc./Lessor**

**Customer/Lessee**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

itools  
igrouter  
ifp  
iplacesc  
iplacesc.v1  
cluster  
genrows  
iccompact  
simplify  
syntax  
iplacega.v1  
ladmin  
iclicensed  
analyze\_timing  
itranslate  
iroute  
idetailer  
icplugin.so