



(830) 629-3157

The FORTRAN STRUCTURING EXPERTS

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Structuring Service Agreement

Agreement No.: _____

This Agreement, entered into between the COMP-AID Company, at 513 Old Bear Creek Road, New Braunfels, Texas 78132 (hereinafter referred to as “COMP-AID”), and

_____ (hereinafter referred to as “CLIENT”),

at _____,
specifies the conditions under which COMP-AID shall structure the CLIENT’s Fortran source module (hereinafter referred to as “MODULE”), described in Article 1 below.

Article 1. Description of CLIENT’s Source MODULE:

- a. Name of MODULE: _____
(Up to 32 character subroutine, function, or program name.)

- b. Purpose of MODULE: _____

- c. Name of Vendor’s hardware on which module is used: _____
Note: Presently, no modules coded in any of the Fortran 90 standards are being accepted.

- d. Total number of ISN’s in Module: _____
(ISN’s are the total number of non-comment Fortran statements in the MODULE. A single Fortran statement, even though it occupies more than a single line, still counts as *one* ISN.
Note: All Fortran statements within INCLUDE type files (if any) must also be included within the total number of ISN’s within the MODULE.
Note: *Multiple* ISN’s on a *single* line are not permitted.)

- e. Number of INCLUDE type files enclosed along with MODULE file: _____
(If none, please enter zero.)
Note: Unique INCLUDE files within a “Program Group” (Article 1f) need only be counted *once*.

- f. Name of “Program Group” with which MODULE is associated: _____
 - i. If this is a standalone module, please enter “None”.
 - ii. If this is a **Free Demo** MODULE, please enter “Free Demo”.
Note: The *total* number of ISN’s in a Free Demo module must be less than or equal to 100.

Article 2. CLIENT's providing of a Contact:

The CLIENT shall make available to COMP-AID, from Monday through Friday (holidays excluded), from 8AM to 4:30 PM within the CLIENT's time zone, at least one contact who shall be as knowledgeable as possible in the purpose and function of the MODULE. The CLIENT accordingly grants COMP-AID permission to contact by telephone and/or e-mail either one of the personnel listed below, on an as-needed basis:

Primary contact: _____
Name
() _____ Ext. _____
_____ @ _____

Secondary contact: _____
Name
() _____ Ext. _____
_____ @ _____

Article 3. Vehicle containing CLIENT's MODULE:

The CLIENT has delivered the source MODULE to COMP-AID on (check one):

___ Floppy diskette

___ USB externally connected device
(The USB device will be returned to the CLIENT upon completion of the structuring of the MODULE.)

Note: COMP-AID will not accept delivery of the MODULE via e-mail.

Article 4. Structuring Fee:

COMP-AID's fee for the items to be delivered, as described in Article 6, is based on both a *fixed* amount and a *variable* amount for each module structured. The fixed amount is \$100 per module. The variable amount depends upon the number of ISN's within the MODULE upon receipt by COMP-AID (as noted in Article 1d), and is priced as stated below:

No. ISN's	Price per ISN, \$s	Cumulative Fee at End-of-Range, \$s
1- 25	1.00	25.00
26- 50	1.50	62.50
51-100	2.00	162.50
101-up	2.50	-

- a. Variable amount (based on number of ISN's in Article 1d) = \$_____
- b. Total fee owed COMP-AID = \$100.00 + Variable amount in 4a = \$_____

(This amount entered into Article 4b here constitutes the CLIENT's *total* fee for the entire structuring process associated with the MODULE, for which the CLIENT receives the items noted in Article 6.)
- c. COMP-AID does reserve the right to quote the CLIENT special rates for a specified module. In this case, entry of the specified COMP-AID quote into Article 4b shall be acceptable to COMP-AID.
- d. **Free demo:** In the case of a *free* demo for the CLIENT by COMP-AID for a MODULE containing less than or equal to 100 total ISN's, please enter zero in both Article 4a and 4b.

Article 5. COMP-AID's Confirmation of Receipt:

- a. The CLIENT must accompany the MODULE with this Agreement, and send both to COMP-AID by certified US mail (or other suitable carrier), with proof-of-delivery requested. Failure of the CLIENT to request proof-of-delivery shall relieve COMP-AID of all liability associated with COMP-AID's failure to receive the MODULE. Both COMP-AID's guarantee-of-performance (as noted in Article 8), and COMP-AID's protection of the CLIENT's trade secret status of the MODULE (as noted in Article 10), commence when the COMP-AID representative signs the proof-of-delivery form accompanying the delivery of the MODULE.
- b. Upon receipt of the CLIENT's MODULE, COMP-AID shall notify the CLIENT by telephone or e-mail of the
 - i. receipt of the MODULE,
 - ii. correctness of the fee entered by CLIENT into Article 4b.
- c. Should the MODULE be received by COMP-AID in a condition which has rendered it unreadable by the appropriate input device, then COMP-AID, by
 - i. notifying the CLIENT of this problem by telephone or e-mail,
 - ii. returning both the Agreement and the vehicle containing the MODULE to the CLIENT by certified US mail,
 shall be relieved of all liability; and the Agreement shall be terminated.
- d. Should the fee entered by the CLIENT into Article 4b differ from COMP-AID's computation of this value, then COMP-AID, at its discretion, may either
 - i. accept the CLIENT's fee as entered in Article 4b, or
 - ii. return the Agreement and the vehicle containing the MODULE to the CLIENT by certified US mail.
 Should COMP-AID elect to return the MODULE, then receipt of it by the CLIENT both relieves COMP-AID of all liability, and also terminates this Agreement.

Article 6. Items Delivered to CLIENT by COMP-AID

COMP-AID, upon completion of structuring of the CLIENT's MODULE, shall deliver to the CLIENT:

- a. the final structured version of the source MODULE
- b. the RENUMF-generated listing of the final structured version of the MODULE
- c. all intermediate RENUMF-generated listings,
- d. a report describing the complete structuring process for the MODULE.

These shall be delivered to the CLIENT by certified US mail. If the CLIENT had sent the MODULE on a USB externally connected device, then that device shall also be returned. Should more than one module reside on the external device, then that device will be returned with only files related to the MODULE residing on it.

Article 7. Definition of Working Day, Calendar DAY, and "DATE OF RECEIPT"

- a. A *working* day consists of any weekday (Monday through Friday), which is not a holiday
- b. A *calendar* day consists of *any* day, and includes both weekends and week-days, independently of whether they are holidays or not
- c. The date on which the CLIENT signs the proof-of-delivery form accompanying the items noted in Article 6 shall be known as the "DATE OF RECEIPT"

Article 8. Guarantee of Performance:

- a. COMP-AID guarantees the CLIENT delivery of items noted in Article 6, for the fee stated in Article 4b, within the time period specified in Article 9, *as long as* this Agreement is signed *in advance* by an authorized COMP-AID representative. This is termed a *solicited* Agreement, by which COMP-AID is enabled to plan its work-load in advance. A solicited Agreement necessitates prior contact — either verbal or written — between COMP-AID and the prospective CLIENT, in which COMP-AID agrees to accept specified modules for structuring, and sends the prospective CLIENT a signed Agreement for each module to be accepted. This applies to a **Free Demo** MODULE as well.
- b. Should COMP-AID receive a MODULE accompanied by an Agreement not signed by an authorized COMP-AID representative (which is termed an *unsolicited* Agreement), then COMP-AID, at its discretion, may
 - i. destroy the MODULE.
 - ii. retain the MODULE,
 - iii. return the MODULE, along with the Agreement, to the prospective CLIENTIn any event, COMP-AID will always honor and protect the trade-secret status of the MODULE while in COMP-AID's Possession.

- c. Should COMP-AID receive a MODULE accompanied by a solicited Agreement, but which Agreement was inadvertently
 - i. neither signed by an authorized CLIENT representative,
 - ii. nor referenced by an accompanying CLIENT Purchase Order,then COMP-AID, while not being bound to structure the MODULE, shall
 - i. expeditiously return the MODULE and Agreement to the CLIENT for signing,
 - ii. honor and protect the trade-secret status of the MODULE while in COMP-AID's Possession.

Note: Even an Agreement for a **Free Demo** MODULE must be signed by an authorized CLIENT representative.

Article 9. **Timeliness of Delivery**

- a. COMP-AID reserves the right to take up to 60 working days, from date of receipt of MODULE by COMP-AID (as noted in Article 5a), in which to perform the structuring service, and deliver those items noted in Article 6 to the CLIENT. The date of postmark of COMP-AID's shipment of items noted in Article 6 shall mark the end of the structuring period.
- b. COMP-AID shall grant to the CLIENT a reduction of 1/10 of the fee noted in Article 4b for *each* working day in excess of the 60 working days, should the time required by COMP-AID exceed 60 working days. However, the total structuring fee owed COMP-AID by the CLIENT shall not reduce below \$1.00 US currency, even for a structuring period in excess of 70 working days.
- c. COMP-AID acknowledges to the CLIENT that delivery of items noted in Article 6 shall not exceed a maximum time of 90 working days.
- d. Twenty working days shall be subtracted from the time periods noted in Parts a, b, and c of this Article, for *each* return of the MODULE by the CLIENT for the purpose of remedying shortcomings, as explained in Article 11b.

Article 10. **Protection of Trade-Secret Status of MODULE**

- a. COMP-AID acknowledges, *without question*, the complete ownership of the MODULE by the CLIENT.
- b. During the entire period in which the MODULE remains in COMP-AID's possession, COMP-AID shall prevent
 - i. the name of the MODULE,
 - ii. the function of the MODULE,
 - iii. the contents of the MODULE,from becoming known, in any way whatsoever, to *any* parties external to the CLIENT's company and to COMP-AID. Moreover, even after the CLIENT's payment for the MODULE, and COMP-AID's destruction of all retained listings and copies of the MODULE, as noted in Article 10c below, COMP-AID *shall continue* to prevent even verbal disclosure of the name, function, and contents of the MODULE to any and all third parties.
- c. COMP-AID, upon payment in full, as noted in Article 12, shall destroy *all* retained listings and copies, in any form whatsoever, of the MODULE, assuming that it is either a standalone or a Free Demo MODULE. However, if the MODULE is one of a group of modules constituting an entire Program Group for which the CLIENT is engaging COMP-AID to structure, as noted in Article 1f, then COMP-AID will wait until structuring of *all* modules within the program group is completed before destroying all retained listings and copies of all associated modules within the Program Group.
- d. Should, for any reason whatsoever, the ownership of the MODULE by the CLIENT come under contention by any third party during COMP-AID's possession of the MODULE, COMP-AID will disregard such a contention, and will complete the structuring of the MODULE, as guaranteed in Article 8a. Only a court restraining order shall stay COMP-AID from this performance, in which case this Agreement shall become terminated, with both COMP-AID and the CLIENT being freed of all obligations. In such a case, COMP-AID shall destroy all retained listings and copies, in any form whatsoever, of the MODULE.
- e. COMP-AID shall not divulge to any third party that the CLIENT is employing COMP-AID's services, *unless* the CLIENT has granted COMP-AID written permission to use the CLIENT as a reference. Such written permission, when granted COMP-AID by the CLIENT, shall specify the *extent* to which COMP-AID may reference the CLIENT.

Article 11. Acceptance of Structured MODULE by CLIENT

- a. The date on which the CLIENT signs the proof-of-delivery form accompanying the items noted in Article 6 shall be known as the DATE OF RECEIPT. The CLIENT shall have 20 working days from the DATE OF RECEIPT to verify that
 - i. the MODULE either performs as it previously did, or works as expected in case of algorithm correction by COMP-AID,
 - ii. the structuring of the MODULE is sufficiently clear as to enable the CLIENT to hereafter maintain and enhance the MODULE in-house.
- b. Should the CLIENT
 - i. confirm that the structured MODULE does not perform correctly, or
 - ii. feel that the structuring is not sufficiently clear,then the CLIENT shall notify COMP-AID by certified US mail (or other suitable carrier), accompanied by a proof-of-delivery form, describing pertinent details. This correspondence must be postmarked *no later* than 20 working days from the DATE OF RECEIPT. The CLIENT need not return the structured MODULE, as COMP-AID will save a copy, until final payment is received, after which COMP-AID shall destroy that copy, and all listings, as stated in Article 10c. COMP-AID shall remedy any and all shortcomings, and return the revised structured MODULE to the CLIENT, accompanied by an updated report. The date of receipt by the CLIENT of the revised structured MODULE shall become the *new* DATE OF RECEIPT, and the terms of Article 11a above shall again become applicable for this new DATE OF RECEIPT.
- c. The CLIENT *must* act within 20 working days of the DATE OF RECEIPT to notify COMP-AID of any shortcomings. The CLIENT's failure to do this within the allotted 20 working days from the DATE OF RECEIPT relieves COMP-AID of all legal obligation, and simultaneously binds the CLIENT to payment in full, as stated in Article 12.
- d. Should COMP-AID and the CLIENT be unable to reach an agreement as to the acceptability of COMP-AID's structuring of the CLIENT's MODULE, after *four* structuring passes (the original, and three additional structuring passes as described in Article 11b above), then COMP-AID reserves the right to submit the controversy to arbitration, as described in Article 16e.

Article 12. Terms of Payment:

- a. The CLIENT shall have 50 calendar days from the DATE OF RECEIPT, in which to submit payment of the fee noted in Article 4b (and as modified, if necessary, by the stipulations of Article 9b) to COMP-AID at 513 Old Bear Creek Road, New Braunfels, TX 78132. Payment of this fee must be in US currency, or in an amount equivalent to that after exchange costs are deducted.
- b. The CLIENT agrees to pay a penalty of 1½% per calendar month on the unpaid balance remaining after the 50 calendar days from the DATE OF RECEIPT.
- c. COMP-AID grants to the CLIENT a 10% discount from the fee noted in Article 4b (and as modified, if necessary, by the stipulations of Article 9b) for prompt payment.

Note: The postmark of the CLIENT's payment *must be within 15 calendar days* of the DATE OF RECEIPT for COMP-AID to accept this discount.
- d. The CLIENT agrees that the *entirety* of the fee noted in Article 4b (and as modified, if necessary, by the stipulations of Article 9b), plus all applicable penalties noted in Article 12b above, shall be paid COMP-AID within 90 calendar days of the DATE OF RECEIPT.
- e. The CLIENT agrees to pay COMP-AID the fee noted in Article 4b (and as modified, if necessary, by the stipulations of Article 9b), even should the ownership of the MODULE be contested by any third party, *so long as* COMP-AID delivers the items noted in Article 6 to the CLIENT. Should COMP-AID be prevented from delivering these items by a court restraining order, as noted in Article 10d, then the CLIENT shall owe COMP-AID *nothing*.

Article 13. Patent, Copyright, and Trade Secret Indemnification:

- a. The CLIENT agrees both to hold harmless, and to defend (at the CLIENT's own expense), COMP-AID from any patent, copyright, or trade secret infringement which may arise due to COMP-AID's structuring of the MODULE, should any third party bring the CLIENT and/or COMP-AID to court concerning the ownership of the MODULE.
- b. The CLIENT concedes that this is a reasonable requirement by COMP-AID, since COMP-AID accepts *on good faith* and *without question* the CLIENT's complete ownership of the MODULE, as noted in Article 10a.

Article 14. Warranty

- a. COMP-AID's warranty for its structuring service is described In Articles 8a and 11b of this Agreement. Therefore, while the CLIENT rightly holds COMP-AID to performance as described in these two aforementioned articles of this Agreement, yet the CLIENT agrees that COMP-AID shall not be held responsible to any warranty not explicitly stated therein.
- b. Accordingly, the CLIENT understandably grants COMP-AID the standard warranty disclaimer: EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, COMPAID GRANTS NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO IT'S STRUCTURING SERVICE AND THE STRUCTURED MODULE; AND THE WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

Article 15. Limitation of Liability

The CLIENT agrees that COMP-AID shall not be liable for any losses or damages, whether direct or indirect, consequential or other-wise, occurring out of or in connection with the use or performance of the structured MODULE.

Article 16. General

- a. This Agreement becomes binding upon COMP-AID, as noted in Article 8, provided the CLIENT indicates acceptance of terms contained herein, either
 - i. by having an authorized officer of the CLIENT's organization sign this Agreement, or
 - ii. by referencing said Agreement with the CLIENT's signed and dated Purchase Order (indicating compliance to Agreement therein), and returning this Agreement with the MODULE, as noted in Article 5, to COMP-AID within 35 calender days from the COMP-AID Date of Acceptance (appearing at the end of this Agreement).
- b. This Agreement, and performances hereunder, shall be construed and regulated in accordance with the laws of the State of Texas.
- c. Both COMP-AID and the CLIENT agree that if any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted; the remainder of the Agreement shall be of full force and effect.
- d. This Agreement constitutes the entire agreement between COMP-AID and the CLIENT concerning COMP-AID's structuring services for the MODULE described in Article 1, and shall not be modified or altered except by a written instrument duly executed by both COMP-AID and the CLIENT.
- e. Both COMP-AID and the CLIENT agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates as indicated.

Accepted by:

COMP-AID

By _____

Authorized Signature

Name

Title

on _____

Date of Acceptance

CLIENT

Authorized Signature

Name

Title

on _____

Date of Acceptance