TRANE

Customer Direct Service Network   Effective Date_____

Academic Software License Agreement

Between_____,_____
　　　　　　　　(Educational Institution)　　　　　　　　　　　　(Street Address, not P.O. Box)

_____, _____,
　　　　　　(City)　　　　　　　　　　　　(State)　　　　　　(Zip Code)

and the program user and its officers, directors, employees, students, or agents (referred to herein as "Customer"), and
Trane, 3600 Pammel Creek Road, LaCrosse, Wisconsin 54601-7599. Trane grants and Customer accepts a non-exclusive,
non-transferable license to use the C.D.S. Program software and materials described at the end of this Agreement
("Program(s)"). Additional Programs may be included under this license agreement by addendum to this Agreement signed
by both parties in the form of Addendum A.

1. **Grant of License**
    a) **Standard License: Each Program may be used on a single computer.**
    b) **Additional Licenses (Seats): If additional licenses have been purchased for any of the Programs listed below, the
        designated programs may be used on a series of single computers equivalent to the number of additional licenses
        purchased.**

2. Renewal of License
This license agreement is granted for a term of one year from the purchase date, and may be renewed at the option of either
party through the payment and acceptance of a license fee. At the end of that term the license automatically terminates and
the Customer must terminate its usage of the Programs, software and associated literature and documentation unless the
license agreement is renewed with Trane. In Trane's sole discretion, Customer's use of any of Trane's on-line support,
phone-in support, customer service or customer assistance for any Program after the automatic termination of the Program's
license shall be treated by Trane as a request to renew the license for the current expired term and for any intervening
expired terms between the current expired term and the last licensed term, and Trane shall have the right to invoice
Customer for the appropriate renewel fees.

3. Copyright
The Programs are copyrighted by Trane and others, and are the sole property of the respective copyright owner. The
Programs may not be copied, duplicated or reproduced in any form, except to a hard disk, in accordance with the terms
listed above, provided that the original may be used solely for backup or archival purposes. These Programs contain
confidential and proprietary information of Trane and others and are protected by the copyright laws of the United States
and other countries of the world.

4. Restrictions
Customer shall not resell, rent or lease any of these Programs. Use of these Programs is restricted to the customer's business
operation. The customer may not reverse engineer, decompile or disassemble any Program, C.D.S. software or any other 3rd
party program contained on this disk. These Programs are copyrighted by Trane and others, and are the sole property of
their owners. They may not be copied, reproduced, or duplicated in any form, except to a hard disk, provided that the
original is used solely for backup or archival purposes.

5. Warranty and Limitation of Liability
C.D.S. software programs, whether used by themselves or in combination with other software, are intended as tools for
estimating building heating, cooling and airflow loads for HVAC systems, to aid HVAC system design and equipment
selection, to design air and water distribution systems, to perform building and equipment energy and acoustical simulations,
to track refrigerant usage and to perform other related tasks. The accuracy of these programs is highly dependent on user-
supplied data. It is the user's responsibility to understand how the data entered affect program output, and to understand
that the pre-built libraries are to be used only as a guideline for entering that data. These programs are meant to aid the
building designer or engineering consultant. They are not a substitute for design services, judgment, or experience. Trane
shall not be liable for the accuracy, desirability or suitability of the HVAC system design and equipment selected based on
the programs' use.
Trane, in providing these programs, accepts no responsibility or liability for the design of the building or support systems,
including but not limited to appropriate sizing and application of HVAC systems or suitability of the installation to the design
or job requirements. Further, Trane makes no warranty, in law or in fact, in contract or tort, express or implied, with respect

to these programs, and expressly disclaims the implied warranties of merchantability and fitness for a particular purpose even if Trane has been advised of such purpose. In no event shall Trane or any company or organization who has supplied data for use in these programs be liable for any incidental or consequential damages no matter under what legal theory advanced.

6. Term of Agreement

This Agreement is effective unless terminated as provided herein. This Agreement may be terminated by Customer upon written notice. Trane may terminate this Agreement without notice or refund for non-payment. Trane may terminate this agreement upon ten days written notice without refund, for any other breach of this Agreement. Trane may terminate this agreement upon 60 days written notice without assigning cause, but upon such a termination Trane shall credit Customer's account with a pro rata refund of Customer's actual license fee for the current license period. Customer may terminate this Agreement by failing to renew through the payment of an annual license fee.

7. Assignment

Any assignment of this agreement by the Customer without the prior written consent of Trane shall be void. Upon Customer's insolvency, receivership, voluntary or involuntary bankruptcy, or the institution of proceedings thereof, or any assignment by Customer, Trane shall have the option to terminate this agreement without notice.

8. Severability

If any part or parts of this agreement are held to be invalid, the remainder of this agreement shall continue to be valid and enforceable and shall be construed insofar as is possible to achieve the original intentions of the parties hereto.

9. Entirety of Agreement

This agreement and the documents referred to herein contain the full and complete understanding of the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof shall be binding unless agreed to in writing and signed by the parties. Neither the course of conduct between the parties or trade usage shall act to modify or alter the specific provisions of this Agreement. If Customer issues a purchase order, memorandum, or instrument covering the services herein provided, it is hereby specifically agreed and understood that such purchase order, memorandum, or instrument is for Customer's internal purposes only and any and all terms and conditions contained therein, whether printed or written, shall be of no force of effect. The waiver of, or failure to enforce, any breach or default of this Agreement shall not constitute a waiver of any other right or of any subsequent breach or default.

10. Choice of Law

This agreement shall be construed, and the rights and obligations of the parties shall be determined, in accordance with the laws, jurisdiction and venue of the State of Virginia, United States of America.

11. Notice

All notices required hereunder shall be in writing and make specific reference to this agreement. Notice shall be deemed given by Trane to Customer on the date that it is deposited in the mail, postage paid, addressed to the Customer at any business address of the Customer, or any other address Customer shall designate by notice to Trane. Notice shall be deemed given by Customer to Trane upon receipt of said written notice by the C.D.S. Department of Trane at 3600 Pammel Creek Road, La Crosse, WI 54601, or any other address Trane shall designate by notice to Customer.

University Package Addendum

a) The software furnished hereunder including the program disks remain the sole proprietary property of Trane and shall not be copied, duplicated, or reproduced in any form except for internal copies for the specific use instruction for the exclusive use of persons inside the Customer's Educational Institution.

b) Customer shall not permit use of software by any persons outside Customer's Educational Institution. Within the Customer's Educational Institution, the software shall only be used on as many computers as required for instruction of Customer's class.

Programs Covered / Name of Program

1._____   5._____

2._____   6. _____

3._____   7. _____

4._____   8. _____

Trane   **Customer**

Signature _____   **Signature** _____

Name_____   **Name**_____

Title_____   **Title**_____

Date_____   **Dept.**_____

                                              Date_____