

**SYLVANIA INTERNATIONAL
PROGRAM LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is made in duplicate

License Number: _____ Date _____

BETWEEN:

SYLVANIA INTERNATIONAL
304 Jensen Rd.
London, Ontario
CANADA N5V 4X3
E-mail Address: Sylvania@forestryield.com
WEB Page www.forestryield.com

AND:

("Licensee")

Address: _____

Telephone No.: () _____

Facsimile No.: () _____

E-mail Address: _____

WHEREAS the Licensee is the purchaser of a License as a Single-End-User / a Multiple-End-User / of BUCK Ver. 1.0. A list of Multiple-End-Users is attached (Appendix 1) to this Agreement.

INTERPRETATION

- 1.1 *"Agreement"* means this Agreement and attached Appendices.
- 1.2 *"Licensee"* means a single End-User and Multiple-End-Users listed in Appendix 1.
- 1.3 *"Company"* or *"SI"* means Sylvania International.
- 1.4 *"User"* or *"Users"* means those individuals who purchase a License Agreement for "BUCK, Ver. 1.0" from the Company for their own use, with no further rights to copy, distribute, or resell the Licensed Products in whole or in part.

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- 2.3 The Licensee may not use the Program or permit use of the Program in a network or on an electronic bulletin board system or other remote access arrangement, or store it in a retrieval system or translate it into any other language.
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- 2.6 The Licensee may not rent, lease, license or otherwise transfer the Program.
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- 2.8 The Licensee may not publicly perform or publicly display the Program.

2.9 The Licensee may use the results of the Program for incorporation into projects produced for commercial purposes provided that the output masthead (header graphic) is maintained.

2.10 The Licensee may use the results of the Program for incorporation into projects for personal noncommercial purposes in any manner desired without the output masthead (header graphic).

2.11 The Company will provide the Licensee a CD-ROM installation disk with BUCK Ver. 1.0 within two (2) weeks after receiving a signed Agreement.

2.12 The Licensee agrees to return the CD-ROM installation disk within two (2) weeks after the conclusion of the Term of Agreement.

2.13 The Company is the sole proprietor of BUCK Ver. 1.0 and shall retain all Copyright and all other rights pertaining to BUCK Ver. 1.0.

2.14 All Appendices attached to this License Agreement constitute part of this Agreement.

2.15 If this Software is acquired in Canada, you agree to the following: The parties to this License have expressly required that the License be drawn up in the English language/Les parties aux presentes ont expressement exige que la presente convention soient redigees en langue anglaise.

3.0 PAYMENT

3.1 In consideration of the License being granted to the Licensee pursuant to Article 2.0, the Licensee shall pay to the Company the License Fee specified in "Licensing Information" (APPENDIX 2).

3.2 License fees for the same version of BUCK are subject to an annual increase of up to a maximum of five percent (5%) each calendar year.

4.0 EXCLUSION AND INDEMNITY

4.1 BUCK Ver. 1.0 is licensed on an "as is" basis and the Company makes no guarantees, representations, or warranties respecting the BUCK Ver. 1.0, either express or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy, or fitness for a particular purpose, except the Company respects its policy regarding the refund for the product specified in "Licensing Information" (APPENDIX 2).

4.2 The Licensee shall indemnify and save harmless the Company, its servants, agents and contractors from and against any claim, demand, or action, irrespective of the nature of the cause of the claim, demand, or action, alleging loss, costs, expenses, damages, or injuries arising out of the Licensee's use of the BUCK Ver. 1.0 or in any way relating to this Agreement.

5.0 TERM OF AGREEMENT

The term of this exclusive license shall be for a two (2) year period from the date of execution of this Agreement. This Agreement may be terminated by the Licensee during the sixty (60) day period following the date of execution of this Agreement on written notice as specified in "Licensing Information" (APPENDIX 2). Without prejudice to any other rights, SI may terminate the Agreement if Licensee fails to comply with the terms and conditions of the Agreement. Then, Licensee must comply with 2.12 of the Agreement.

6.0 AMENDMENTS

No variation, modification, change, or amendment of this Agreement shall be valid or deemed to be valid unless in writing and signed by both parties.

7.0 NOTICE

Where in this Agreement any notice is required to be given or made by either party, it shall be in writing and sent by registered mail, by telegram, by telex, by facsimile, or delivered in person, addressed as follows:

SYLVANIA INTERNATIONAL
304 Jensen Rd.
London, Ontario
CANADA N5V 4X3
E-mail Address: Sylvania@forestyield.com
WEB Page www.forestyield.com

To the Licensee: _____

Attention: _____

Address: _____

Telephone No.: () _____

Facsimile No.: () _____

E-mail Address: _____

Any notice shall be effective if sent by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; by telex or facsimile, when transmitted and receipt is confirmed; and by messenger or specialized courier agency, when delivered.

APPENDIX 1

List of Multiple-End-Users of the Software

Additional User 1.

Attention: _____

Address: _____

Telephone No.: () _____

Facsimile No.: () _____

E-mail Address: _____

Additional User 2.

Attention: _____

Address: _____

Telephone No.: () _____

Facsimile No.: () _____

E-mail Address: _____

Additional User 3.

Attention: _____

Address: _____

Telephone No.: () _____

Facsimile No.: () _____

E-mail Address: _____

Please attach additional sheets if required.

APPENDIX 2

LICENSING INFORMATION

All SYLVANIA INTERNATIONAL (SI) software and associate products are copyright protected and cannot be copied or reproduced without written permission from SI.

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This non-transferable license permits a Licensee to use BUCK Ver. 1.0 on only ONE (1) personal computer at a time. The license prohibits the Licensee from sharing, copying, or distributing the Software without obtaining prior written permission from SI.

b. MULTIPLE-END USER LICENSE AGREEMENT

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A Single-EULA for 2 years is available at a per unit price of US \$1200.00. A Multiple-EULA for 2 years is available for a price of US \$1200.00 for the initial EULA, plus 25% (US \$300.00) for each additional license. Prices are subject to change without notice. Discounts are available to institutions for educational use. Appropriate taxes apply. A Single-EULA renewal for a period of 2 years is available for US \$400.00 (US \$100.00 for each additional Multiple-EULA).

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If the results of model calibration show, for certain tree species, a definite trend of volume prediction errors over tree sizes, the user might find the program insufficient. In such case the user

may request a refund (within 60 days from the execution of the License Agreement), or (b) a consulting service from SI, for an additional negotiated fee, to obtain a useful set of coefficients for the models which provide unbiased timber volume predictions. This would require submitting to SI a stem-analysis data set in an electronic format defined by the User Manual.

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For more information about licensing, please contact:

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