

Campinas, march - 2020

COGMCI SOFTWARE

Product	qty	U\$ / unit	U\$ total
COGMCI v1 – full version	01	9,990	9,990
-	-	-	-
-	-	-	-
Special discount – 2020	-	—	4,000
Price for an annual license	01	-	5,990

Payment: via invoice

License time: 12 months

Conditions:

1. Annual license (12 months) by using a hardkey.
2. Hardkey will be send to the user.
3. See the COGMCI license agreement.
4. Read and sign the general sales term.
5. Ask for a free demo version before defining to buy.
6. Prices in American dollar.

Best regards



Dr. Denilson Boschiero do Espirito Santo

COGMCI GENERAL TERMS AND CONDITIONS FOR SOFTWARE LICENSE, MAINTENANCE AND SUPPORT

These General Terms and Conditions for COGMCI Software Maintenance and Support (General Terms) apply between Sistern Thermal Systems (jointly Sistern) and anyone (Customer) who is granted a license to use the COGMCI software as soon as the Customer pays the license fee for the Software.

1. **GENERAL PROVISIONS:** all the provisions of the End User License Agreement (“EULA”) shall apply to the General Terms. Capitalized terms used but not defined here in shall have the meanings ascribed thereto in the EULA. In the event of conflict between the terms and conditions in the general Terms and those in EULA, the terms and conditions in the General Terms shall prevail.
2. **PAYMENT:** For a one year (12 months) license, maintenance and support of the COGMCI Software, the Customer shall pay the License fee notified by Sistern. After twelve (12) months, Sistern will invoice the Fee, which may at Sistern discretion be changed each upcoming year, at least thirty (30) days prior to the upcoming year. The invoice Fee shall be paid by the customer in accordance with the payment terms set forth in the invoice.
3. **REQUIREMENTS:** In order to receive the license, maintenance and support of the COGMCI Software, The Customer must have:
 - I. Paid the Fee for the right to use the software.
 - II. Paid the Fee for the upcoming year (if applicable).
 - III. Followed all the terms and conditions set forth in the EULA, including without limitation, the Customer must have nominated a Contact Person and must use the software in accordance with the license type the Customer has paid for.
 - IV. Installed the latest release of the software, included without limitation, the customer must have implemented all improvements and updates to the software supplied by Sistern.
4. **MAINTENANCE AND SUPPORT:** provided the Customer has fulfilled the requirements set forth in section 3 above, Sistern shall provide the Customer with:
 - I. One (1) key pendrive hardlocker for the COGMCI software use (1 per license).
 - II. Assistance to correct errors in the software or provide means to circumvent such errors.
 - III. Updates of the software.
 - IV. Advice and help, up to a maximum of five (5) hours per year, to use the software for a particular application.

If the Customer desires advice and help in excess of the hours set forth in section 4 (III) above, a special contract may be arranged.

For maintenance and support of the COGMCI Software, all users of the Software must go through the Contact Person who shall contact Sistern.

Sistern shall treat all Customer information business with the same degree of care it treats information of its own which it does not want to be publicly disclosed or the subject of unauthorized access or use.

5. **ACCESS BY SISTERN:** if requested by the Customer and deemed necessary by Sistern for the purpose of performing Sistern obligations under the General Terms, the Customer shall, at the Customer expense, provide Sistern with priority access to the computer and server on which the software is installed and shall make available its expert systems personnel to assist Sistern personal with all local system interfaces, including tapes, discs, CD’s, and plotting devices.
6. **TERM AND TERMINATION:** The General Terms shall commence upon the Customer payment of the fee for the initial COGMCI Software license and shall remain in force until the end of a one year (365 days) period. After the initial year (365 days) has passed, the Gneral Terms shall automatically be extended, for one year at a time, provided and as long as the Customer pays the Fee. In the event, the Customer does not pay the Fee before or on the due date set for the Sistern invoice, the General Terms shall terminate with immediate effect.

7. CUSTOMER INFORMATION

COMPANY NAME: _____ ADDRESS: _____
CONTACT PERSON: _____ e-mail: _____

March/2020

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