Virginia Polytechnic Institute and State University
“Virginia Tech”
Faculty, Staff, and Student
ADAMS Program License Agreement

I understand that the ADAMS software system under UNIX or Microsoft Windows, hereafter referenced as ADAMS, is a copyrighted, proprietary work belonging to Mechanical Dynamics, Inc. and is available to Virginia Tech faculty, staff, and students by Virginia Tech Information Technology Acquisitions Software Distribution under terms of a University license agreement with Mechanical Dynamics, Inc.

I hereby request a license to use ADAMS on a computer owned by Virginia Tech or by me personally, and I agree to be bound by the following terms:

Except for installation on the machine licensed herein, I will not reproduce nor permit reproduction of the ADAMS software in any form. Except for copies made in the ordinary course of my back-up procedures, I will not copy the Software. I agree that I will not modify the Software or the Documentation, and will not reverse engineer, disassemble or decompile the Software. I will not remove any proprietary rights legend on the Software or Documentation. Should it becomes necessary to reinstall the software, I will contact Virginia Tech Information Technology Acquisitions Software Distribution to obtain a replacement.

1. This license and software may only be used for non-commercial use associated with my employment or status as a student at Virginia Tech. Explicitly prohibited uses include consulting, co-op, or internships, other than when at and for Virginia Tech.

3. I agree to remove ADAMS from the licensed machine upon termination of my employment or status as a student at Virginia Tech, if the ADAMS license is discontinued at Virginia Tech, or if I am instructed to do so by an authorized University official.

4. This license may not be assigned, sublicensed, or otherwise transferred.

5. MECHANICAL DYNAMICS, INC. AND VIRGINIA TECH MAKE NO REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THE WARRANTY OF FREEDOM FROM RIGHTFUL CLAIMS BY WAY OF INFRINGEMENT AND THE LIKE, AND ANY WARRANTY AS TO ACCURACY.

6. Mechanical Dynamics, Inc. shall not be liable for any loss or damage arising out of the use of the materials provided under this agreement, whether such loss or damage be indirect, consequential, special or otherwise. Further, Mechanical Dynamics, Inc. shall not be obligated to indemnify the user in any manner for any loss the user may experience, of any kind or nature, arising out of the use of the materials, unless caused by the acts or omissions of the agents and employees of Mechanical Dynamics, Inc.

All responsibility to select, install, evaluate, and make use of programs received from Mechanical Dynamics, Inc. lies with the recipient.

_________________________________ ______________
Signature Date

Last Name: __ __ __ First Name: __ __ __ VT ID number: __ __ __ __ __ __ __
VT PID (no alias): __ __ __ __ __ __ __