

2022



ASDEA SOFTWARE S.R.L.

Via F.F. D'Avalos 66
65126, PESCARA, ITALY
Tel/fax +39 085 376156
P.IVA 02196590687
www.asdeasoft.net

STKO Resale Agreement between Asdea Software S.r.l. and _____

Contract Details

1. Parties

Giuseppina Camata

ASDEA SOFTWARE S.R.L ("THE COMPANY")
Via Breviglieri, 8
65128, PESCARA, ITALY

Name of Representative

Company Name

Address

2. BACKGROUND

ASDEA SOFTWARE SRL is the owner of certain Products (as defined below) consisting of computer software programs and related documentation.

Reseller desires to obtain the right to resell such Products, and ASDEA SOFTWARE SRL agrees to grant to Reseller such right to distribute the Products in the Territory _____ as set forth herein.

3. Term

One year (365 days) commencing from the date of signature of this document by both parties.

4. Services

The Services to be provided by The RESELLER under this Agreement are outlined in Schedule 1.



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5. Commission

The RESELLER will be entitled to Commission as calculated in accordance with Schedule 2.

6. Commencement Date

By signing this Agreement, the parties agree to be bound by the attached terms and conditions:

Signed for and on behalf of THE COMPANY by its duly authorized representative:

Date of signing

.....

Signature of authorized representative

.....

Name (print)

.....

Title

Signed for and on behalf of The RESELLER by its duly authorized representative:

Date of signing:

.....

Signature of authorized representative

.....

Name (print)

Title:

Terms and conditions

1. GENERAL

1.1 This Agreement sets out the terms and conditions on which The RESELLER will provide the Services to THE COMPANY.

1.2 The appointment of The RESELLER as a service provider under this Agreement is non-exclusive. It does not restrict THE COMPANY's right to contract with other persons for the performance of services similar to the Services, or to perform any services itself.

2. SUPPLY OF SERVICES

2.1 The RESELLER will use its commercially reasonable efforts to promote and market the Products to End-Users in the Territory in accordance with terms of this CONTRACT.

2.2 The RESELLER must supply the Services:

- (a) exercising all due care, skill and judgment
- (b) in accordance with THE COMPANY's standards, operating principles, policies, and procedures as notified to The RESELLER from time to time, and
- (c) in accordance with all reasonable directions of THE COMPANY.

2.3 At all times during the term of this Agreement, The RESELLER:

- (a) must hold all authorizations, permits, and licenses required under any law to perform the Services
- (b) must act in a manner which is not likely to harm THE COMPANY or the reputation of THE COMPANY
- (c) must comply with the requirements of all laws of any kind applying to the performance of the Services
- (d) if required under law, must disclose to all Software Clients that it will receive a fee for any Software that the Software Client purchases.

3. THE COMPANY OBLIGATIONS

3.1 THE COMPANY will use its reasonable endeavors to:

- (a) develop and maintain the SaaS software product; and
- (b) supply The RESELLER with all information necessary for The RESELLER to create any promotional and sales materials for the marketing of the software;
- (c) provide the assistance and access to The RESELLER outlined in Schedule 1 of this Agreement.

4. SOFTWARE RESALE PROCESS AND OBLIGATIONS

4.1 The RESELLER acknowledges and agrees that the Services must be provided as follows:

- (a) The RESELLER must develop, implement a sales strategy

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- (b) An authorized representative of THE COMPANY must execute all Software Contracts with Software Clients. For the avoidance of doubt, The RESELLER must not execute Software Contracts on behalf of THE COMPANY without THE COMPANY's express written consent.
- (c) The RESELLER and COMPANY agree to follow the sales process and process for licensing end-users as outlined in schedule 4, using the Request for Quote (Appendix B) form to request software quotes outside the standard price table, and the End-User License Request Form (Appendix C) to request licensing.
- 4.2 Subject to compliance with THE COMPANY's requirements and this Agreement, THE COMPANY will execute or approve the execution of Contracts with Software Clients for the sale of Software Agreements which run up 60 days beyond the expiration of the Term of this Agreement. For the avoidance of any doubt, The RESELLER will receive Commission for such Sales.

5. *INFORMATION AND RECORDS*

- 5.1 THE COMPANY may require The RESELLER to provide it with information concerning any aspect of the Services which THE COMPANY may require. The RESELLER must provide the information within 5 business days of receiving a request to do so.
- 5.2 The RESELLER must keep full records and documentation in relation to the Services in hardcopy or accessible electronic form during the term of this Agreement. On request by THE COMPANY, The RESELLER must make all documents and records relating to the Services available to THE COMPANY for inspection.
- 5.3 THE COMPANY must keep full records and documentation of sales Agreements and must make all documents and records relating to the Services available to THE RESELLER for inspection.

6. *PAYMENT AND TAX*

- 6.1 The RESELLER will be entitled to the Commission on each sale as outlined in Schedule 2.
- 6.2 The RESELLER will not be entitled to receive any reimbursement from THE COMPANY for any expenses incurred by The RESELLER in supplying the Services. However, THE COMPANY may pre-approve certain specific expenses for reimbursement, such as travel and conference attendance costs.
- 6.3 THE COMPANY and The RESELLER are each responsible for complying with the tax laws that apply to them in connection with this Agreement. THE COMPANY may deduct from the Commission withholding taxes or other amounts if required by law. The Commission includes all Taxes unless stated otherwise in Schedule 2.
- 6.4 Interest may be charged by THE COMPANY on delinquent payments and any other fees not paid to THE COMPANY as provided hereunder at the rate of ONE AND ONE-HALF PERCENT (1-1/2%) per month or the maximum amount allowed by law, whichever is less, commencing with the date payment was due.

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7. *INTELLECTUAL PROPERTY AND TRADEMARKS*

7.1 THE COMPANY grants to The RESELLER a royalty-free, non-exclusive, non-transferable, revocable license to use THE COMPANY's Intellectual Property Rights in connection with the Services. For the avoidance of doubt, The RESELLER must only use THE COMPANY's Intellectual Property Rights for purposes directly related to the provision of the Services under this Agreement.

7.2 THE COMPANY owns the contact data relating to any Software Clients.

7.3 The RESELLER must not infringe the Intellectual Property Rights of THE COMPANY or a third party in connection with providing the Services. The RESELLER continually indemnifies THE COMPANY against any Loss that THE COMPANY incurs or suffers as a direct or indirect result of a breach of the intellectual property rights of THE COMPANY or a third party in connection with providing the Services.

(a) For specific guidance concerning the marketing of STKO using OpenSees please see the guide in Appendix D.

7.4 In written communications and in advertising, The RESELLER's use of the Marks shall at all times be in accordance with such styles and together with such trademark notices as THE COMPANY may require. The RESELLER agrees that this Agreement does not constitute any conveyance of any right, title, or interest in or to any Marks, except for the permissive uses provided herein. At the request of THE COMPANY, The RESELLER shall submit to THE COMPANY any and all materials bearing or including any of the Marks, for prior review and approval by THE COMPANY. The parties agree that all uses of the Marks by The RESELLER shall be in such a manner as to inure at all times to the benefit of THE COMPANY. The RESELLER shall not use any language or display any Marks in such a manner as to create the impression that the Marks belong to and are owned by The RESELLER. Upon the request of THE COMPANY, The RESELLER agrees to discontinue the use of (i) any Marks being used by Distributor in a manner inconsistent with the guidelines set forth above, or (ii) any trademark, service mark, or trade name deemed to create a likelihood of confusion with a Mark.

8. *CONFIDENTIALITY*

8.1 Where a party (the Receiving Party) receives Confidential Information from another party (the Disclosing Party) under this Agreement, the Receiving Party must:

- (a) keep the Confidential Information confidential
- (b) not use, disclose or reproduce the Confidential Information for any purpose other than the purposes directly related to this Agreement
- (c) not, without the Disclosing Party's written consent, disclose Confidential Information to any person other than its Personnel who need the information for the purposes of this Agreement, and
- (d) establish and maintain effective security measures to safeguard the Confidential Information from unauthorized access, use, copying or disclosure.

8.2 The Receiving Party must ensure that its Personnel comply with the Receiving Party's obligations of confidence as if personally bound by such obligations.

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9. *WARRANTIES*

9.1 THE COMPANY warrants that:

- (a) THE COMPANY has full authority to execute and perform this Agreement
- (b) this Agreement has been duly executed and delivered by THE COMPANY and constitutes the legal, enforceable and binding obligation of THE COMPANY, and
- (c) THE COMPANY execution and performance of this Agreement will not violate any law or breach any other Agreement.
- (d) that the Products will perform substantially in accordance with THE COMPANY'S Documentation. The RESELLER's sole and exclusive remedy for any breach of the foregoing warranty shall be, at THE COMPANY'S option, repair or replacement of the non-conforming software or a refund of the license fees related to the defective software. THE COMPANY further warrants the Products will comply with all EU laws, regulations, orders, and decrees applicable to the healthcare industry, that the Products do not contain or transmit any malicious code (except for any malicious code contained in user-uploaded attachments or otherwise originating from users), that THE COMPANY owns or otherwise has sufficient rights in the Products to grant to The RESELLER the rights to distribute and use the Products granted herein, and that the Products do not infringe the copyrights, trade secrets patents or trademark rights of any third party.

9.2 The RESELLER warrants that:

- (a) it has full corporate power to enter into and give effect to this Agreement and to complete the transactions contemplated by this Agreement
- (b) at the date of this Agreement, the execution, delivery, and performance of this Agreement by it does not contravene any contractual, legal or other obligations that apply to it
- (c) it holds all licenses, permits, consents, and authorizations required under any law in relation to the provision of the Services and will continue to do so at all times during the term of this Agreement.

10. *LIABILITY*

10.1 GOVERNING LAW AND JURISDICTION

- (a) This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the Italian law.
- (b) The court of Pescara, Italy shall have exclusive jurisdiction to settle any dispute or claim arising out of this Agreement.

10.2 LIMITATION OF LIABILITY.

- (a) Except for each party's confidentiality obligations under section 10.2 and indemnification obligations hereunder, including infringement obligations hereunder, in no event will either party be liable to the other party under this Agreement, regardless of the form of claim or action, in an amount that exceeds the total fees paid or owed to THE COMPANY under this Agreement for the

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previous twelve-month period. This limitation of liability is the total aggregate for a party, and is not per incident.

- (b) except for each party's confidentiality obligations under section 10.2 and indemnification obligations hereunder, including infringement obligations hereunder, in no event will either party be liable to the other party for special, consequential, exemplary, incidental, or indirect damages or costs (including legal fees and expenses) or loss of goodwill or profit in connection with the supply, use or performance of or inability to use the products, any services provided hereunder, or in connection with any claim arising from this Agreement, even if a party has been advised of the possibility of such damages or costs.
- (c) Except for claims arising from third-party indemnification obligations hereunder, no action arising out of this Agreement, regardless of form, may be brought by either party more than two years after the date the cause of action has accrued.

11. TERM AND TERMINATION

11.1 This Agreement commences on the Commencement Date and continues for the Term as defined herein, unless terminated earlier in accordance with the clauses present in section 11.2.

11.2 THE COMPANY may, prior to the end of the Term, terminate this Agreement immediately by written notice if:

- (a) if the other party commits a material breach of any of the terms or conditions of this Agreement and fails to cure such breach within 30 days after delivery of notice thereof; or;
- (b) The RESELLER commits multiple or recurring breaches of this Agreement, whether or not remedied, or
- (c) at a party's option, if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits an appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or is liquidated, voluntarily or otherwise, or
- (d) at a party's option, if the other party sells all or a substantial part of its assets; or
- (e) if any substantial change takes place in the management, ownership or control of the other party resulting in the management, ownership or control of the other party by a competitor of the first party or by a company or other entity with a division or subsidiary that is a competitor of the first party.

11.3 Automatic Renewal: THE COMPANY agrees to the automatic renewal of this contract should The RESELLER sell at least 20 licenses, or achieve total sales of 6000 euros or more, in the first year of the contract.

11.4 When this Agreement ends, whether by expiration of the Term or on earlier termination, The RESELLER must immediately return all of THE COMPANY's equipment, information, documents, records,

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and other property used by it in the provision of the Services or otherwise in The RESELLER' possession or control.

11.5 Upon termination of this Agreement for any reason, all rights and licenses granted by THE COMPANY hereunder to the RESELLER shall immediately cease, provided such termination shall not result in the termination of End User Agreements extended to End Users. Invoicing and payment terms with regard to any End User License Agreement, and for ongoing support thereof, shall remain in full force and effect until such time as the End User License Agreement expires or terminates.

11.6 Following termination of this Agreement, The RESELLER'S entitlement to Commission for Services provided whilst this Agreement was in force will continue and be paid according to this Agreement.

11.7 Any clause of this Agreement that makes provision for continued operation or is intended to survive expiry or termination of this Agreement will survive the expiry or termination of this Agreement.

12. GENERAL

12.1 A party's failure or delay to exercise a power or right should not be intended as a waiver of that power or right.

12.2 The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

12.3 In relation to the subject matter of this Agreement it:

- (a) is the whole Agreement between the parties; and
- (b) supersedes all oral and written communications by or on behalf of any of the parties.

12.4 If any part of this Agreement is invalid or unenforceable, the remained of this Agreement shall be understood to remain in full force.

12.5 Where this Agreement gives any party a right or power to consent or approve in relation to a matter under this Agreement, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval.

12.6 This Agreement does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the parties. No party is liable for an act or omission of the other party.

13. INTERPRETATION

13.1 In this Agreement, unless otherwise indicated by the context:

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- (a) THE COMPANY's Products means any current or future solutions and tools for XXX which are, or may be, offered in the format of software as a service (SAAS).
- (b) Clients means third party clients or potential clients sourced by The RESELLER who wish to purchase THE COMPANY's Products.
- (c) Commencement Date means the date set out in item 5 of the Contract Details;
- (d) Confidential Information means any information provided by a Disclosing Party to a Receiving Party, or otherwise obtained by a Receiving Party from a Disclosing Party, whether obtained before or after execution of this Agreement, relating to the business affairs of a party or its customers or suppliers or the Services or this Agreement.
- (e) Intellectual Property Rights means all copyright, patents, patent applications, trademarks (registrable or not), designs, eligible circuit layout rights, trade secrets, know-how, data and all contact data related to the Software Clients and other like rights.
- (f) Loss means any loss including any liability, cost, expense (including legal costs on a full indemnity basis), claim, proceeding, action, demand, or damage.
- (g) Personnel means any agents, officers, employees or contractors of a party to this Agreement.
- (h) Taxes means all sales, use, transfer, privilege, excise or other taxes and all duties and government charges, whether international, national, state, or local, however designated.
- (i) Sales Collateral means all digital promotional content agreed upon between The COMPANY and The RESELLER as suitable for marketing purposes

13.2 In this Agreement, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa
- (b) headings are for convenience only and do not affect interpretation of this Agreement
- (c) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity
- (d) a reference to a party to a document includes that party's legal personal representatives, successors, and permitted assigns.

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SCHEDULE 1 SERVICES

The RESELLER's Role and Responsibilities:

1. To generate leads and sales for THE COMPANY Approved SaaS Products to maximize software revenue.
2. To provide sales collateral to potential customers as necessary to successfully market the product
3. Develop tailored and generic sales proposals, presentations and reports to management and clients, and sales collateral materials and messaging to the market as needed and requested.
4. Develop, implement, and monitor sales pipeline and report to THE COMPANY when requested.
5. Invoice clients and communicate successful sales to THE COMPANY and provide THE COMPANY with the information necessary to generate the client's software licenses.
6. Act as intermediary where necessary and translate materials efficiently into the language or languages spoken in target territory.

THE COMPANY's Obligations:

1. Maintain and manage the software
2. Generate Software licenses for the end-users as soon as possible, and within 3 days of communication by The Reseller of a successful sale, except in exceptional circumstances or during holidays when the head offices are closed.
5. Provide input into prioritizing target clients.
6. Provide monthly feedback on sales performance.
7. Provide templates and graphics for sales proposals and presentations.

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SCHEDULE 2 COMMISSION

All amounts are in Euros. The Sales Period (or the length of time before the accounts between The RESELLER and THE COMPANY are settled) will be set at either a monthly or quarterly basis, to be decided between the parties at the signing of the document.

1. Commission Rate: The Commission percentage rate will be calculated as follows:
The RESELLER shall be entitled to a 10% commission rate on each successful sale made at full list price (see schedule 3).

For example, on the sale of a single one-year academic license (list price 999 €), The RESELLER's commission will be 99.90 € (10% of 999). Or, on the sale of two one-year single processor commercial licenses (list price 6,680 € each), The RESELLER will get 10% of 13,360 or 1,336€.

- (a) The RESELLER MAY NOT increase or decrease the list price of the software. The RESELLER must follow the price table included in schedule 3.
- (b) Should The RESELLER wish to offer the client any further discount than what is included in the price table, this must be cleared with THE COMPANY in writing ahead of offering it to the client.
- (c) The RESELLER will be responsible for covering any transfer fees. Therefore, The RESELLER MAY increase the price offered to the customer above the list price in order to cover any bank transaction or transfer fees.

2. Payment:

- (a) The RESELLER is in charge of invoicing and collecting payment from the client.
- (b) Within 15 days from the end of the Sales Period, The RESELLER will provide THE COMPANY with a document containing a list of completed sales, that also lists the commission per sale and the remaining balance. They will then transfer the remaining balance to THE COMPANY, (with the reseller covering any transfer fees as specified in point 1c).
- (c) The RESELLER will transfer the remaining balance to THE COMPANY via Bank Transfer or Wise payment. Should The RESELLER wish to use a different service, this must be agreed upon in advance with THE COMPANY.
- (c) THE COMPANY reserves the right to levy a further fee on delinquent accounts as defined in section 6.4.

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SCHEDULE 3

Products

STKO Scientific ToolKit for OpenSees

All pricing and details to be supplied by THE COMPANY. Should The RESELLER receive a request for a quotation outside of this range, or wish to offer a further discount, this must be cleared with THE COMPANY in writing ahead of time. For more information, please see Schedule 2.

Valid 30/06/2022

ACADEMIC/RESEARCH SUBSCRIPTION LICENSE – STKO V.2.0			
1 YEAR LICENSE	2 YEAR LICENSE	3 YEAR LICENSE	PERPETUAL LICENSE
€ 999 Local (*)	€ 1898 Local (*) YOU ARE SAVING 5% ON YOUR PURCHASE	€ 2697 Local (*) YOU ARE SAVING 10% ON YOUR PURCHASE	€ 2999 Local (*) ** 1 year silver maintenance included €449 per year after

EDUCATIONAL SUBSCRIPTION LICENSE – STKO V.2.0 Includes 1 academic/research (unlimited) and 30 educational (limited) licenses			
1 YEAR LICENSE	2 YEAR LICENSE	3 YEAR LICENSE	PERPETUAL LICENSE
€ 1,099 Local (*)	€ 2088 Local (*) YOU ARE SAVING 5% ON YOUR PURCHASE	€ 2967 Local (*) YOU ARE SAVING 10% ON YOUR PURCHASE	€ 3249 Local (*) ** 1 year silver maintenance included €489 per year after

(*) Local is a license for a single PC
VAT if applicable, is not included.

Special discounts can be obtained for multiple licenses: contact us to ask for a quotation for multiple licenses.

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PRICE LIST FOR COMMERCIAL LICENSES

SUBSCRIPTION LICENSE	
SINGLE PROCESSOR	MULTI PROCESSOR
Yearly Fee	Yearly Fee
6,680 €	9,850 €

PERPETUAL LICENSE			
SINGLE PROCESSOR		MULTI PROCESSOR	
License price	Annual Maintenance Fee	License price	Annual Maintenance Fee
13,360 €	3,340 €	19,700 €	4,925 €

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SCHEDULE 4

Sales Process and Process for Licensing End Users

1. When THE RESELLER is contacted for a quotation and/or offers a quotation of STKO to a client, they will send as soon as possible, and in any case, within 5 business days, a completed Request for Quote/Notification of Quotation Sent (Appendix B).
 - 1.1 If a special quotation is requested, THE COMPANY shall respond either rejecting the request for a special quotation or providing the requested special quotation within 5 business days.
 - (a) When a quotation is sent, THE RESELLER should provide the customer with any sales collateral they deem appropriate. (i.e., the STKO brochure, information on how to activate their FREE TRIAL, links to our social media pages, etc. Such material will be provided to The RESELLER upon signing the contract).
 - (b) In the case of a quotation for academic or educational licenses, THE RESELLER, should inform the customer about the Declaration of Academic Use that they will be required to sign before the license will be activated.
2. Once the client has paid for the requested licenses, THE RESELLER, shall send a completed End User License Request form to THE COMPANY within 3 business days.
 - (a) THE COMPANY will then endeavor to activate the licenses and send THE RESELLER a confirmation of the activation as soon as possible, but in any case, within 3 business days.
3. Schedule 2 will govern the sharing of earnings between The RESELLER and THE COMPANY.

APPENDIX A

Description of Software

The Scientific ToolKit for OpenSees, aka STKO, is an advanced Graphical User Interface (GUI) for OpenSees. The Python scripting interface means that users can customize and program the already powerful pre and postprocessors as needed. STKO gives companies, scientists, researchers, academics, and individuals the ability to harness the full power of OpenSees. It is the only pre and postprocessor that includes ALL materials, elements, conditions, and interactions offered in OpenSees, allowing you to take advantage of all the potential that OpenSees has to offer.

As you create your model using STKO's graphic interface, the software creates an input (Tool Command Language, TCL) and output file with the information contained in your model. Once you have built the model, you can create and run the analysis of your choice. The software will build an HDF5-based output database with the analysis results, which can be opened and processed in the postprocessor.

- **Powerful:** STKO manages multiprocessors for the analyses using OpenSees SP and MP and also generates the output files using parallelization technologies with the HDF5 database. STKO empowers the user to create models with millions of degrees of freedom using a large number of processors.
- **Sophisticated:** This is no basic GUI. STKO seeks to do more than just graphically represent your model and the results. It creates sophisticated and complex models, and it renders your data in an aesthetically pleasing manner and in a way that makes the information more tangible and accessible.
- **State-of-the-Art:** Our software engineers closely follow developments in OpenSees and collaborate with an OpenSees compiler to ensure that STKO capabilities are supported in OpenSees and vice versa. Our research team collaborates with the engineering team to implement the latest materials, theories, and models in STKO.
- **Efficient:** With OpenSees, the different recorders produce different output files that only contain data. To make the output easier to use, we created a new MPCO

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recorder, an hdf5 database. It efficiently manages large amounts of input and output data and records everything you request in a single well-structured file, saving not only the results but also the model characteristics.

- **Customizable:** The Python API in the pre and postprocessor allow users to customize their experience. In the pre-processor, users can customize and manipulate the model input with the Python scripting interface to create personalized modeling tools, parametric analyses, artificial intelligence codes, and much more, and the scripting interface can be used to directly interact with the database in the postprocessor to create customized engineering demand parameters, plots, and a lot of different output data.
- **Universal:** Many different kinds of models and analyses can be run in STKO. It is a common misconception that the program was developed only for uniaxial materials and 1D elements. OpenSees is a very powerful tool and combined with STKO. It can solve very complex 3D solid problems even in the fields of mechanical and aeronautical engineering.
- **Interoperable:** STKO is interoperable with several other major 3D modeling programs. It will be a sinch to incorporate it into your workflow and reap the benefits of this powerful, creative, sophisticated, state-of-the-art, efficient, customizable, universal, and advanced software.

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APPENDIX B

Request For Quote/Notification of Quotation Sent

Date: _____

Reseller Employee Registering This Request:

Company Name of Prospective End User:

Name and Contact Info of Prospective End User:

Address of Prospective End User:

Type of Business:

Background of Sales Lead:

Type of Quotation Requested/Type of Quotation Sent (if quotation falls within regular price table, if requesting a special quotation, please include any other additional information needed to create quotation):

*Please attach the already sent quotation if applicable, or if requesting a special quotation, send any other documentation/communication records with client necessary to correctly formulate requested quotation

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APPENDIX C

End User License Request Form

Date: _____

Reseller Employee Registering This Request:

Company Name of Prospective End User:

Name and Contact Info of Prospective End User:

Type and Number of licenses purchased:

How does the user want the license delivered?

With their UserID on the website (email associated with user id: _____)

They want the software download link sent to them with the license key (We DON'T recommend this way as they won't have immediate access to download new software versions)

*Please attach a copy of the receipt (invoice) showing that the payment was received. For Academic or Educational licenses please send the Declaration of Academic Use (Appendix E)

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APPENDIX D

Short Guide on OpenSees for Resellers

STKO is a graphic user interface for OpenSees, as you know. OpenSees, however, is not owned by Asdea Software, nor can Asdea Software claim any rights to it. OpenSees is copyrighted by the University of California (<https://opensees.berkeley.edu/OpenSees/copyright.php>) and, therefore, it is important to be aware of what we can and can't do in terms of OpenSees for the promotion of STKO.

Communications

From a communications perspective, Asdea Software and its resellers can use the word OpenSees for our marketing, always ensuring, however, that we are not making any claims about owning, operating, or being responsible for the development of OpenSees. When writing communications, advertisements, social media posts, newsletters, etc., reflect on how you have used OpenSees and if the ways it's used can be misconstrued as one of the above claims.

Sales

Asdea Software and its resellers cannot directly offer a downloadable version of OpenSees. According to the OpenSees copyright, it can only be distributed "...by educational, research, and non-profit entities for noncommercial purposes." In fact, on our website's download page, we give instructions on where to download OpenSees, as we cannot distribute it.

If you receive any kinds of warnings of cease-and-desist letters from OpenSees, you MUST report these to Asdea Software immediately. We will try to help you rectify the situation; however, we cannot be held accountable if, for any reason at all, you face charges due to a violation of OpenSees' copyright.



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APPENDIX E

DECLARATION OF ACADEMIC USE

This form serves to confirm your status as an academic researcher, student, professor, etc., and your intent to use the STKO license mentioned herein for academic purposes only. **Please complete the form** with your information, **attach proof of Academic Status**, and return the completed form by email to purchase@asdeasoft.net. **Examples of acceptable proof of Academic Status:** *student or staff ID, class list with current school year indicated, screenshot and link to a student or staff directory on your university or institution's website, etc.*

Please write your User ID, which can be found in your user area, on the line below.

User ID:

Name and Last name:

Email:

Phone:

Place:

Date:

Please Check the Type of License and insert the Quantity you have purchased:

ACADEMIC/RESEARCH LICENSE

STKO 1-year license n.

STKO 2-year license n.

STKO 3-year license n.

STKO Perpetual License n.

EDUCATIONAL PACK: 1 FULL ACADEMIC + 30(LIMITED) EDUCATIONAL LICENSES

STKO 1-year license

STKO 2-year license

STKO 3-year license

STKO Perpetual License n.

UNIVERSITY UNLIMITED PACK

STKO University unlimited

STKO University unlimited GOLD Maintenance

Other

I hereby declare that the STKO license mentioned above will be used solely for academic purposes/research and that it will be used for commercial purposes of any kind.

I understand that, should it come to be known that this license is being used for commercial research and/or development purposes of any kind, that the license will be revoked without the possibility of a refund.

Ref. Contact (optional)

Name and Last Name

Email:

Phone:

Signature:

2022



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STKO OFFICIAL RESELLER APPLICATION FORM

This form serves to communicate your company's interest in becoming an official STKO reseller. Please review our generic reseller contract and note any clauses you may want to negotiate. Then, complete this application form and return the completed form by email to stko@asdeasoft.net.

Your name

Your Company

Your Position

Email:

Phone:

Address:

Date:

Please list the geographic areas where you would like to resell STKO:

.....

Do you resell other software? What is your company's experience as resellers:

Are there any clauses in the reseller contract you would like to negotiate? (please attach a page with your concerns to this application)

Yes

No

Place and Date:

Signature: