

FAD Tools International, LLC License Agreement

Copyright © 2019 EPRI™

This is an agreement between the Licensee and FAD Tools International, LLC., the authorized EPRI Licensee of FAD Tools Software. By using this software Licensee agrees to be bound by the terms of this agreement. FAD Tools International, LLC., grants to the Licensee, a nonexclusive right to use this copy of the FAD Tools Software only for Licensee's internal business purposes. The Licensee does not possess any right to sublicense the software to any affiliate or other third party. Any attempt by Licensee to sublicense any portion of the FAD Tools software, without specific written authorization from FAD Tools International, LLC is a material breach of this license Agreement and is cause for FAD Tools International, LLC to terminate this Agreement. If any provision of this License Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions of this agreement shall remain in effect and FAD Tools shall create an enforceable provision of similar intent and economic impact to replace any unenforceable provision. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

This licensed software is protected by both the United States copyright law and international copyright treaty provisions. The Licensee may copy this software onto one or more of its computers so long as no more than the licensed number of copies are in simultaneous use. The purchasing organization may also make archival copies of the software for the sole purpose of backing up the software and protecting its investment from loss. The user of the software is responsible for insuring that the numbers of concurrent instances of the application executing do not exceed the number of licenses owned.

FAD Tools International, LLC., makes no warranty, neither expressed nor implied, to Licensee that the FAD Tools computer software is totally free of errors or that designs generated by it will be acceptable to licensee or to Licensee's clients. The software may only be used by an experienced engineer who is responsible for the design assumptions and results. In no event shall FAD Tools International, LLC., be liable to anyone for special, collateral, incidental, or consequential damages in connection with or arising out of any use of the software. The only warranty made by FAD Tools International, LLC is that the media on which software is recorded will be replaced by FAD Tools International, LLC without charge if it is determined that the media is defective. In all cases, the liability of FAD Tools International, LLC shall be limited to the refund of the license fee paid for use of the software. FAD Tools International LLC reserves the right to refuse to transfer the software license to any party other than the original licensee.

Licensee acknowledges and agrees that the structure, sequence and organization of the software are the valuable trade secrets of EPRI. Licensee agrees to hold such trade secrets in strict confidence. Licensee further acknowledges and agrees that ownership of, and title to, the software and all subsequent copies thereof regardless of the form or media are held by EPRI. FAD Tools International, LLC., may terminate this license if the Licensee fails to comply with any of the terms and conditions of this agreement. On termination, all copies of the software and all component parts must be destroyed.

The Licensee is prohibited from any attempt to reverse engineer, disassemble or decompile the software except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. The Licensee acknowledges that licensee is not now nor shall licensee at any time develop or contract to develop a software product which is similar to or competing with the FAD Tools software. The Licensee agrees not to use the binary executables, its algorithms, file formats, manuals or any information derived from the Fad Tools software in any other software product. The Licensee shall take reasonable measures to protect EPRI's intellectual property by preventing disclosure to competing organizations.

WARNING: This computer program is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this program, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

This License Agreement ("Agreement") is entered into as of the effective date between FAD Tools International and the Licensee identified below in the signature block ("Licensee").

Intended to be legally bound, the parties duly authorized representatives have executed this Agreement below.

FAD Tools International

570 Beatty Road

Monroeville, PA 15146

order@fadtools.com

Authorized Signature for FAD Tools International, LLC.,

Anthony M. DiGioia, Jr., PhD., P.E., FAD Tools Program Manager

Order Summary

1x MFAD PC License

1x MFAD Network License

1x HFAD PC License

1x HFAD Network License

1x TFAD PC License

1x TFAD Network License

This License Agreement (“Agreement”) is entered into as of the Effective Date between FAD Tools International LLC and the Licensee identified below in the signature block (“Licensee”).

Intended to be legally bound, the parties’ duly authorized representatives have executed this Agreement below.

FAD Tools International LLC

570 Beatty Road

Monroeville, PA 15146-1300

United States

Authorized Signature for FAD Tools International LLC

Effective Date

Anthony M. DiGioia Jr., PhD., P.E., President of FAD Tools International LLC

Company: Name

Address 1: Address

Address 2: Address

Tel: 000-000-0000

Email: Purchasing Contact Email

By signing above you agree to the terms of this agreement

Date

Name of Purchasing Contact

Name of Licensee’s Authorized Signatory