

End User and Distribution Developer License Agreement

For Internal Use and Distribution of eQUEST

Description

This is a contract between JJ Hirsch (JJH) and XYZ, Inc. (XYZ), under which you are licensed to use the eQUEST Software in the manner and subject to the restrictions described below. The term "Software" includes computer software and data, associated media, printed materials, and online or electronic documentation. To use the Software, you must accept and abide by the conditions of this license agreement. If you do not accept and abide by these conditions, you may not use the Software.

License to Use Software

You may:

- Make no more than fifteen (15) copies of executable versions of the Software for internal use by XYZ employees only and for testing and demonstration purposes only
- Make five (5) copies of the Software that are stored for backup purposes only and not used
- Create a derivative version of the Software by bundling it in executable form with [XYZ product].

You may not:

- Transfer any of your rights under this license to any third party except as specified in this license agreement.

You must:

- Maintain all copyright notices on all copies of the Software.

License to Distribute Derivative Versions of the Software

You May:

- Make executable copies of derivatives of the Software bundled with [XYZ product] for sale, distribution or use
- Grant single copy end user licenses for these [XYZ product] derivative executable versions of the Software

You must:

- Include in single copy end user licenses granted minimum terms substantially similar to those contained in the end user license agreement attached as Attachment B
- Obtain signed license agreements from all licensees outside the North America prior to furnishing them with a copy of the Software
- Take all reasonable steps to enforce the terms of the licenses you grant under this agreement.
- Pay JJH a one-time fee of \$5,000 (five-thousand dollars) prior to granting any single copy end user licenses in the Software. Commencing in 2002, pay JJH a fee of \$2,500 (two-thousand five hundred dollars) in (month) of each calendar year you wish to exercise your rights to grant single copy end user licenses under this license during the following 12 month period.

You may not:

- Distribute, use, or sell the Software under this license other than as an executable derivative work bundled with the [XYZ product]

License to Source Code

You may:

- Use the eQUEST source code to produce derivative or bundled executable versions of the Software

You must:

- Restrict use of and access to source code to your employees working at your primary company address listed below
- To obtain the eQUEST User Interface source code pay JJH \$3,000 (three-thousand dollars) upon placing an order for the source code and pay JJH a fee of \$1,500 (one-thousand five hundred dollars) every 12 months commencing 12 months after receipt of source code, if you wish to continue to exercise your rights to eQUEST User Interface source code under this license during the following 12 month period
- To obtain the eQUEST Simulation Engine source code pay JJH \$2,000 (two-thousand dollars) upon placing an order for the source code and pay JJH a fee of \$1,000 (one-thousand dollars) every 12 months commencing 12 months after

receipt of eQUEST Simulation Engine source code if you wish to continue to exercise your rights to eQUEST Simulation Engine source code under this license during the following 12 month period

You may not:

- Use the source code for any purpose other than to produce derivative or bundled versions of the Software in executable form
- Disclose, sell, or distribute source code to any third party except as specifically permitted by this agreement

Assistance or Modifications to Software

You may obtain advice and assistance in using the Software, or request non-standard modifications to the Software. You will be charged time and materials for these services. For technical assistance contact James J. Hirsch and Associates, 12185 Presilla Road, Camarillo, California, 93012-9243 USA, (805) 553-9000, fax (805) 532-2401, email Jeff.Hirsch@DOE2.com.

No Transfer of Ownership

No title, ownership, copyright, or intellectual property rights are transferred by this license. The Software is protected by copyright laws, international treaty, and intellectual property laws. The Software is copyright (c) 1998-2000 by James J. Hirsch and includes materials copyrighted by others as listed below under Licensed Components and Trademarks.

Term of Agreement

This license agreement shall terminate automatically if you fail to comply with any of its terms. Upon termination, you must destroy or return all copies of the Software and cease distribution of any custom or derivative versions of the Software. End user licenses already granted shall be unaffected by the termination of this agreement and remain subject to it.

U.S. Government Restricted Rights

The Programs are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19. The Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.

No Warranty or Liability

The Software is provided as is and without warranty of any kind at all; neither express or implied; nor merchantability nor fitness for any particular purpose; nor anything else. Nada. Zilch. The United States, United States Department of Energy, The Regents of the University of California, James J. Hirsch and their employees, contractors and other suppliers do not assume any liability for accuracy, completeness, or usefulness of the software, or any accompanying information or products, and make no representation that use of the preceding would not infringe privately owned rights. In no event shall the United States, the United States Department of Energy, The Regents of the University of California, James J. Hirsch and their employees, contractor or other suppliers, be liable for any kind of damages whatsoever, even if notified of the possibility of such damages. The entire risk arising out of use or performance of the software remains with you.

Indemnification

You agree to hold harmless, indemnify, and defend James J Hirsch, The Regents of the University of California, the United States Government and their employees, contractors, and other suppliers from any losses, damages, fines, expenses, and attorneys' fees and costs arising out of or related to the use or performance of the Software.

No Endorsement

Use of the "DOE" designation in this Software does not imply endorsement or recommendation by the United States Government. Reference to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by James J Hirsch, the United States Government, The Regents of the University of California or any of their contractors, or suppliers.

Governing Law

If you acquired the Software in the United States, this agreement is governed by the laws of the State of California. You agree that the federal and state courts sitting in California shall have exclusive jurisdiction of any disputes.

General Provisions

This License Agreement is the complete and exclusive agreement between us. Any modifications to it must be contained in a written instrument signed by both parties. All terms of this agreement and any accounting furnished under it shall remain confidential and not be disclosed to any third party without the written consent of both parties. All communications in connection with this license should be addressed to JJ Hirsch & Associates, 12185 Presilla Road, Camarillo, California, 93012-9243 USA, (805) 553-9000, fax (805) 532-2401, email Jeff.Hirsch@DOE2.com.

Display of Notices and License

For single copy end user license versions of [XYZ product]:

- The installation procedure must display and require the user to accept an end user license with terms substantially similar to those contained in the end user license agreement attached as Attachment B; all notices contained in Attachment A must be easily displayable by users while using the software, such as by selecting an “About [XYZ product]” command.
- The splash screen displayed while the Software is loading must contain the following notice: “Portions of this software are copyrighted by James J. Hirsch & Associates, the Regents of the University of California , and others. See your license or About the [software name] for details.”

Licensed Components and Trademarks

- eQUEST is a Trademark of James J. Hirsch.
- Portions of Software derived from PowerDOE software Copyright 1998, Electric Power Research Institute, Inc.
- Portions of Software derived from PowerDOE and other software Copyright 1997-2001, James J. Hirsch.
- PowerDOE is a Trademark of Electric Power Research Institute, Inc.
- This computer software was in part produced by The Regents of the University of California under Department of Energy Contract No. DE-AC03-76SF00098 and James J. Hirsch under contract UC purchase order #4607010. The United States Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in those portions of this computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government. The specific term of this license can be identified by inquiry made to the Contractors or to DOE.
- DOE-2 components are copyright 2001 by James J. Hirsch. All Rights Reserved.
- Portions of DOE-2 are copyright © 1988-2001 by James J. Hirsch. All Rights Reserved.
- Portions of DOE-2 are copyright © 1998 by the Regents of the University of California, pending approval of the U.S. Department of Energy. All Rights Reserved.
- DOE-2 expression module based upon technology licensed from Regional Economic Research, Inc. and copyright © 1996-2001 by James J. Hirsch. All Rights Reserved.
- Portions of Software derived from COMcheck-Plus and other software Copyright 1997-1999, Regional Economic Research, Inc. and Scott A. Criswell DBA SAC Software. All Rights Reserved.
- Olectra Chart 2D Control is copyright 1999 by KL Group Inc. All Rights Reserved.
- Portions of the User Interface is copyright 1998-2000 by Kirk Stowell.
- The Visualization Toolkit is copyright 1993-1998 by Ken Martin, Will Schroeder and Bill Lorensen.
- PDFlib is copyright 1997-1999 by Thomas Merz. All Rights Reserved.
- MFC Grid control (derived from CWnd) copyright (c) Chris Maunder, 1998-2000. All Rights. Reserved.

Accepted by:

Accepted by:

James J. Hirsch, Owner
 James J. Hirsch & Associates
 12185 Presilla Road
 Camarillo, CA 93012-9243

Name
 Title
 XYZ, Inc.

Attachment A
Notice of Rights, Disclaimers, and Indemnification

Trademarks and Copyrights

- eQUEST is a Trademark of James J. Hirsch.
- This computer software was in part produced by The Regents of the University of California under Department of Energy Contract No. DE-AC03-76SF00098 and James J. Hirsch under contract UC purchase order #4607010. The United States Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in those portions of this computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government. The specific term of this license can be identified by inquiry made to the Contractors or to DOE.
- DOE-2 components are copyright 2001 by James J. Hirsch. All Rights Reserved.
- Portions of DOE-2 are copyright © 1988-2001 by James J. Hirsch. All Rights Reserved.
- Portions of DOE-2 are copyright © 1998 by the Regents of the University of California, pending approval of the U.S. Department of Energy. All Rights Reserved.
- DOE-2 expression module based upon technology licensed from Regional Economic Research, Inc. and copyright © 1996-2001 by James J. Hirsch. All Rights Reserved.
- Portions of Software derived from COMcheck-Plus and other software Copyright 1997-1999, Regional Economic Research, Inc. and Scott A. Criswell DBA SAC Software. All Rights Reserved.
- Olectra Chart 2D Control is copyright 1999 by KL Group Inc. All Rights Reserved.
- Portions of the User Interface is copyright 1998-2000 by Kirk Stowell.
- The Visualization Toolkit is copyright 1993-1998 by Ken Martin, Will Schroeder and Bill Lorensen.
- PDFlib is copyright 1997-1999 by Thomas Merz. All Rights Reserved.
- MFC Grid control (derived from CWnd) copyright (c) Chris Maunder, 1998-2000. All Rights Reserved.

Indemnification

You agree to hold harmless, indemnify, and defend XYZ, Inc., James J Hirsch, The Regents of the University of California, the United States Government and their employees, contractors, and other suppliers from any losses, damages, fines, expenses, and attorneys' fees and costs arising out of or related to the use or performance of the Software.

No Endorsement

Use of the "DOE" designation in this Software does not imply endorsement or recommendation by the United States Government. Reference to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by XYZ, Inc., James J Hirsch, the United States Government, The Regents of the University of California or any of their contractors, or suppliers.

Attachment B End-User License Agreement (EULA)

Description

This is a contract between XYZ Inc., and you (either as an individual or as an entity) under which you are licensed to use the (name of software) Software in the manner and subject to the restrictions described below. The term “Software” includes computer software and data, associated media, printed materials, and online or electronic documentation. To use the Software, you must accept and abide by the conditions of this license agreement. If you do not accept and abide by these conditions, you may not use the Software.

License to Use Software

You may:

- Install and use the Software on a single computer
- Make a single backup copy of the Software
- Permanently transfer all of your rights under this software to a third party if accompanied by all copies of the software and by this license agreement.

You may not:

- Install or use the Software on more than one computer at a time.
- Make more than one copy of the Software or make a copy for any purpose other than as a backup.
- Sell, rent, or lease the software.
- Modify, adapt, or translate the Software.
- Reverse engineer, decompile, disassemble, or otherwise seek to discover the source code of the Software.

You must:

- Maintain all copyright notices on all copies of the Software.
- Keep a copy of this license agreement with the Software.

No Transfer of Ownership

No title, ownership, copyright, or intellectual property rights are transferred by this license. The Software is protected by copyright laws, international treaty, and intellectual property laws. The Software is copyright (c) 1998-2000 by James J. Hirsch and includes materials copyrighted by others as listed below under Licensed Components and Trademarks.

Term of Agreement

This license agreement shall terminate automatically if you fail to comply with any of its terms. Upon termination, you must destroy or return all copies of the Software.

U.S. Government Restricted Rights

The Programs are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19. The Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.

No Warranty or Liability

The Software is provided as is and without warranty of any kind at all; neither express or implied; nor merchantability nor fitness for any particular purpose; nor anything else. Nada. Zilch. The United States, United States Department of Energy, The Regents of the University of California, James J. Hirsch, XYZ Inc. and their employees, contractors and other suppliers do not assume any liability for accuracy, completeness, or usefulness of the software, or any accompanying information or products, and make no representation that use of the preceding would not infringe privately owned rights. In no event shall the United States, the United States Department of Energy, The Regents of the University of California, James

J. Hirsch, XYZ Inc. and their employees, contractors and other suppliers, be liable for any kind of damages whatsoever, even if notified of the possibility of such damages. The entire risk arising out of use or performance of the software remains with you.

Indemnification

You agree to hold harmless, indemnify, and defend XYZ Inc., James J Hirsch, The Regents of the University of California, the United States Government and their employees, contractors, and other suppliers from any losses, damages, fines, expenses, and attorneys' fees and costs arising out of or related to the use or performance of the Software.

No Endorsement

Use of the "DOE" designation in this Software does not imply endorsement or recommendation by the United States Government. Reference to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by XYZ Inc., James J Hirsch, the United States Government, The Regents of the University of California or any of their contractors, or suppliers.

Governing Law

If you acquired the Software in the United States, this agreement is governed by the laws of the State of California. You agree that the federal and state courts sitting in California shall have exclusive jurisdiction of any disputes.

General Provisions

This License Agreement is the complete and exclusive agreement between us. Any modifications to it must be contained in a written instrument signed by both parties. All communications in connection with this license should be addressed to XYZ Inc., 123 A Street, Bedlam, CA, 9999, phone: 777-999-1234, fax: 777-999-5678, email: abc@XYZ.com .

Licensed Components and Trademarks

- eQUEST is a Trademark of James J. Hirsch.
- This computer software was in part produced by The Regents of the University of California under Department of Energy Contract No. DE-AC03-76SF00098 and James J. Hirsch under contract UC purchase order #4607010. The United States Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in those portions of this computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government. The specific term of this license can be identified by inquiry made to the Contractors or to DOE.
- DOE-2 components are copyright 2001 by James J. Hirsch. All Rights Reserved.
- Portions of DOE-2 are copyright © 1988-2001 by James J. Hirsch. All Rights Reserved.
- Portions of DOE-2 are copyright © 1998 by the Regents of the University of California, pending approval of the U.S. Department of Energy. All Rights Reserved.
- DOE-2 expression module based upon technology licensed from Regional Economic Research, Inc. and copyright © 1996-2001 by James J. Hirsch. All Rights Reserved.
- Portions of Software derived from COMcheck-Plus and other software Copyright 1997-1999, Regional Economic Research, Inc. and Scott A. Criswell DBA SAC Software. All Rights Reserved.
- Olectra Chart 2D Control is copyright 1999 by KL Group Inc. All Rights Reserved.
- Portions of the User Interface is copyright 1998-2000 by Kirk Stowell.
- The Visualization Toolkit is copyright 1993-1998 by Ken Martin, Will Schroeder and Bill Lorensen.
- PDFlib is copyright 1997-1999 by Thomas Merz. All Rights Reserved.
- MFC Grid control (derived from CWnd) copyright (c) Chris Maunder, 1998-2000. All Rights. Reserved.