

J. J. Hirsch PowerDOE⁰

Limited Term of Ninety Days End-User License Agreement

IMPORTANT-READ CAREFULLY:

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and James J. Hirsch DBA James J. Hirsch & Associates ("JJH") for the software accompanying this EULA, which includes computer software and/or data, associated media, printed materials, and "online" or electronic documentation ("SOFTWARE"). By exercising your rights to use the SOFTWARE, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you may not use the SOFTWARE.

SOFTWARE LICENSE.

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

GRANT OF LICENSE.

This EULA grants you the following rights:

- * Installation and Use. You may install and use a copy of the SOFTWARE on a single computer.
- * Reproduction and Distribution. You may not reproduce or distribute the SOFTWARE in any manner except for backup; and then only provided that
 - (i) the SOFTWARE is used only on a single computer at any time,
 - (ii) you maintain all copyright notices on all copies of the SOFTWARE,
 - (iii) each copy shall be accompanied by a copy of this EULA, and
 - (iv) no copy shall be offered for resale, rent, lease or disclosed to any third party.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- * Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- * Separation of Components. The SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one computer except for the purpose of execution of the software on your computer network, and only during the time such execution is underway.
- * Software Transfer. You may not transfer any of your rights under this EULA.

TERM AND TERMINATION.

* Term. This EULA is issued to you for a limited term of ninety (90) days from the PowerDOE registration number date of issue listed below. Your rights under this EULA terminate ninety (90) days after the PowerDOE registration number date of issue listed below. Upon termination you must return or destroy all copies of the SOFTWARE and all of its component parts.

* Termination. Without prejudice to any other rights, JJH may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must return or destroy all copies of the SOFTWARE and all of its component parts.

COPYRIGHT.

All title and copyrights in and to the SOFTWARE, the accompanying printed materials, and any copies of the SOFTWARE are owned by or licensed to JJH as indicated under POWERDOE LICENSED COMPONENTS and TRADEMARKS below. The SOFTWARE is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content.

U.S. GOVERNMENT RESTRICTED RIGHTS.

The SOFTWARE and documentation 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. Manufacturer is James J. Hirsch DBA James J. Hirsch & Associates, 12185 Presilla Road, Camarillo, CA, 93012-9243.

LIMITED WARRANTY.

NO WARRANTIES. JJH AND ITS SUPPLIERS, AS INDICATED UNDER POWERDOE LICENSED COMPONENTS AND TRADEMARKS BELOW, EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE SOFTWARE. THE SOFTWARE AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES.

IN NO EVENT SHALL JJH OR ITS SUPPLIERS, AS INDICATED UNDER POWERDOE LICENSED COMPONENTS AND TRADEMARKS BELOW, OR THEIR EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR THEIR EMPLOYEES, BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF JJH OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DISCLAIMER OF ENDORSEMENT.

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 JJH or any of its suppliers listed under POWERDOE LICENSED COMPONENTS and TRADEMARKS below. Use of the "DOE" designation in this SOFTWARE or any of its components does not imply its endorsement, recommendation, or favoring by United States Government.

MISCELLANEOUS.

If you acquired this product in the United States, this EULA is governed by the laws of the State of California. If this product was acquired outside the United States, then local laws may apply. Should you have any questions concerning this EULA, or if you desire to contact JJH or any reason, please write: James J. Hirsch & Associates, attn.: PowerDOE, 12185 Presilla Road, Camarillo, CA, 93012-9243, phone (805) 553-9000, fax (805) 532-2401, or e-mail Jeff.Hirsch@DOE2.com.

POWERDOE LICENSED COMPONENTS and TRADEMARKS.

- PowerDOE is a registered trademark of Electric Power Research Institute, Inc.
- PowerDOE User Interface copyright 1996-1998 by Electric Power Research Institute, Inc.
- PowerDOE DOE-2.2 components are copyright 1996-1998 by James J. Hirsch.
- DOE-2.2 executables are copyright 1998 by James J. Hirsch. All Rights Reserved.
- PowerDOE/DOE-2 weather data files are copyright 1992-1997 by James J. Hirsch.
- Portions of DOE-2.2 are copyright 1988-1998 by James J. Hirsch.
- Portions of DOE-2.2 are copyright 1992-1998 by Steven D. Gates.
- Portions of DOE-2.2 are copyright 1998 by the Regents of the University of California, pending approval of the U.S. Department of Energy.
- DOE-2.2/PowerDOE expression module based upon technology licensed from Regional Economic Research, Inc.
- micro-AXCESS conversion program is copyright 1997 by Southern Company Services, Inc.
- Professional ToolBox™ spreadsheet control is copyright 1996 by FarPoint Technologies, Inc.

J. J. Hirsch PowerDOE⁰
Limited Term of Ninety Days End-User License Agreement

- 3d Graphics Tools™ is copyright 1994 by Mark M. Owen, DBA Micro Systems Options.
- Graphics Server™ is copyright 1988-1994 by Pinnacle Publishing, Inc..
- Creative Controls™ tree control is copyright 1996 by Premia Corporation.

PowerDOE Registration Information

(to be completed by JJ Hirsch & Associates)

PowerDOE registration number: _____ -001

PowerDOE registration number date of issue: _____

PowerDOE Initial Version Received: _____ dated _____

Customer Acceptance of Above License Term and Conditions

(complete below - **type or clearly print** - portions of this agreement, sign, and return original of this entire agreement to James J. Hirsch/12185 Presilla Road/Camarillo, CA 93012-9243)

Customer: _____

Address: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Name of Contact: _____

Email of Contact: _____

Name and Title of Signature Party: _____

Authorized Signature: _____ Date of Acceptance: ___/___/___