END-USER LICENSE AGREEMENT FOR J. J. Hirsch DOE-2.3 SOFTWARE

This is a contract between James J. Hirsch & Associates, a DBA for James J. Hirsch, and you (either as an individual or as an entity) under which you are licensed to use the DOE-2.3 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 any computer owned, rented or leased by yourself or your company.
- Make backup copies of the Software for use allowed by this license.

You may not:

- Distribute the Software in any way to any third party.
- Make copies of the Software for any purpose other than as a backup.
- Sell, rent, or lease the software.
- Transfer any of your rights under this license to a third party.
- Modify, adapt, or translate 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.

Term of Agreement

This license shall terminate 31 December 2028. 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 Software is 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. 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, 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 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 communications in connection with this license should be addressed to James J. Hirsch and Associates, 12185 Presilla Road, Camarillo, California, 93012-9243 USA, (805) 553-9000, email Jeff.Hirsch@DOE2.com.

Copyrights

- 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 Software provided under this license agreement are Copyright © 1996-2026 by James J. Hirsch. All Rights Reserved.
- Portions of DOE-2 may be Copyright by the Regents of the University of California, pending approval of the U.S. Department of Energy. All Rights Reserved.
- Portions Copyright © Autodesk, Inc. All Rights Reserved.

Complete the below form fields or print and write clearly to ensure named email contact obtains required information

Company:_____

Address:_____

_____

_____

Phone/Fax:_____

Contact E-mail:_____

Signature:_____

Name:_____

Title:_____ Date:_____

JJ Hirsch: **James J. Hirsch & Associates**

12185 Presilla Road

Camarillo, CA 93012-9243

USA

Phone: (805) 553-9000

Contact e-mail: Jeff.Hirsch@DOE2.com

Contact name: James J. Hirsch

Authorized by: James J. Hirsch, Owner

Date of License: 7 September 2026