

## END USER LICENSE AGREEMENT

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This agreement is entered into as of the date of installation by and between the purchaser and the Hydraulic Institute, Inc., whose business operations are located at 6 Campus Drive, First Floor North, Parsippany, New Jersey 07054.

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b) Installation and use. You may install and use a copy of the Product on one personal computer or other device; and

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d) You acknowledge and agree that the Product is proprietary to HI, and is protected under U.S. copyright law and international copyright treaties. You further acknowledge and agree that all right, title and interest in and to the Product, including all intellectual property rights, are and shall remain with HI.

e) You shall provide HI or any designee of HI with all information necessary to assure compliance with the terms of this Agreement. In the event you are not in compliance with the terms of this Agreement through the actions of unrelated third parties, you shall use your best efforts to cooperate with HI and any of its designees to assure compliance.

2. LIMITED WARRANTY:

a) HI warrants for your benefit alone that, unless disclosed in the Product to the contrary, HI can license the Product and all copyright and trademarks related thereto or therein.

b) The express warranties set forth in this section 2 constitute the only warranties with respect to the product and hi makes no other representation or warranty or condition of any kind, whether express or implied (either in fact or by operation of law) with respect to any of the product, including, without limitation, with respect to the sufficiency, accuracy or utilization of, or any information or opinion contained or reflected in, any of the product. HI expressly disclaims all warranties or conditions of merchantability or fitness for a particular purpose. No officer, director, employee, member, agent, representative or publisher of hi is authorized to make any modification, extension, or addition to this limited warranty.

3. INDEMNIFICATION: HI and its directors, officers, employees, agents, representatives or members shall have no liability for, and you shall defend, indemnify and hold each of them harmless from and against, any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys' fees)

based upon or arising out of any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any of the Product by you and/or any of your directors, officers, employees, representatives, agents or contractors.

#### 4. LIMITATION OF LIABILITY:

a) You acknowledge that each of HI's obligations and liabilities with respect to the Product are exhaustively defined in this Agreement. You are responsible for the consequences of any use of any of the Product (whether or not such use was consistent with the license granted hereunder) created therefrom. Whether or not HI has been advised of the possibility, neither HI nor any of its representatives or agents, directors, officers, employees or members, shall be liable, whether in contract, tort (including negligence) or otherwise, for any indirect, special, punitive, incidental or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, that may be suffered by you or any of your directors, officers, employees, agents, representatives or contractors or any third party.

b) If at any time an allegation of infringement of any rights of any third party is made, or in HI's opinion is likely to be made, with respect to any of the Product, HI may, at its option and at its own expense

- (i) obtain for you the right to continue using the Product,
- (ii) modify or replace the Product or any portion thereof so as to avoid any such claim of infringements, or
- (iii) refund to you the License Fee.

HI shall have no liability to you if any claim of infringement would have been avoided except for your refusal to use any modified or replacement Product supplied or offered to be supplied pursuant to this Section 4(b) or to otherwise cease using the Product. Notwithstanding anything contained in this Agreement, and except as set forth in Section 4(b) hereof, HI liability to you for damages pursuant to this Section 4(b), if any, shall not exceed the amounts of the License Fee paid by you for the Product subject to any such claim.

c) Section 4(b) states the entire liability of HI with respect to the infringement or alleged infringement of any third party rights of any kind whatsoever by any of the Product.

5. TERMINATION: This Agreement may be terminated immediately by HI upon breach of any provision of this Agreement by you. Upon any termination of this Agreement, you shall immediately discontinue the use of the Product and shall within ten (10) days either return files(s) on diskette(s), if any, to HI or certify in writing to HI that the Product has been deleted from your computer and is eliminated from your premises.

6. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Jersey without reference to its conflict of laws provisions and you further consent to jurisdiction by the state and federal courts sitting in the State of New Jersey.

7. MISCELLANEOUS: This Agreement constitutes the complete and exclusive agreement between HI and you with respect to the subject matter hereof, and supercedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in writing duly signed by an authorized representative of HI and you. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting the Agreement.

BY PURCHASING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS LICENSE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.