



PUBLICATION DIGITAL ACCESS END-USER LICENSE AGREEMENT As of June 2025

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3. Indemnification

HI and its directors, officers, employees, agents, representatives or members shall have no liability for, and the Purchaser 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 the Purchaser and/or any of the Purchaser's directors, officers, employees, representatives, agents or contractors.



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4. Limitation of Liability

- a) ***Hydraulic Institute obligations and liability.*** The Purchaser acknowledges that each of HI's obligations and liabilities with respect to the Product are exhaustively defined in this Agreement. The Purchaser is 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) ***Infringement.*** 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.



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5. Termination

This Agreement may be terminated immediately by HI upon breach of any provision of this Agreement by the Purchaser. Upon any termination of this Agreement, the Purchaser shall immediately discontinue the use of and access to the Product and shall within ten (10) business days either return files(s), if any, to HI or certify in writing to HI that the Product has been deleted from the Purchaser's computer or other device(s) and is eliminated from the Purchaser's premises.

6. Governing Law

This Agreement shall be governed by the laws of the State of New Jersey without reference to its conflict of law's provisions and the Purchaser's 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 the Purchaser with respect to the subject matter hereof, and supersedes 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 the Purchaser. 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. Section headings shall not be considered in interpreting the Agreement.