

**SCHEDULE A**

**FEDS Software – Municipal & Non-Profit Use (Non-US Jurisdiction)**

1. User: \_\_\_\_\_  
(Please type or print)

User's Mailing Address	Delivery Location (if different from mailing address)
_____	_____
Attention _____	_____
_____	_____
_____	_____
Telephone No.: _____	Telefax No.: _____
Email: _____	

2. Software: **FEDS version 7.0 (Battelle IPID 11149-E); no right to subsequent versions, if any**  
 Documentation: **Electronic, included.**

3. Designated User(s): **Employees and agents of User**

4. Grant Back: **User agrees to grant and hereby grants to BATTELLE the right to use any improvement, modification or derivative work of the Software developed by User, for internal research and development for itself and others.**

5. Special Provisions: **This License is for internal use only. The Software and Documentation shall not be disseminated externally to third parties. User shall comply with all applicable export laws. No right to sublicense third parties is granted. Annual Reports (see page 2).**

	<u>Amount</u>		<u>Quantity</u>		<u>Total</u>
6. License Fee:	U.S. \$ 1,500	Each	_____	units	U.S.\$ _____
Sales Tax (if Applicable):	<i>Tax exemption certificate required for exemption</i>				U.S.\$ _____
Total:					U.S.\$ _____

**License fee is net of any taxes applicable in any international (Non-U.S.) jurisdictions.**

Make checks payable to Battelle Memorial Institute. Mail to:  
 Battelle  
 Attn: CASHIER  
 P.O. BOX 84262  
 Seattle, WA 98124-5691

**When making payments, or for other payment options, please notify:**  
[complianceoffice@pnnl.gov](mailto:complianceoffice@pnnl.gov)

The undersigned has read and agreed to the terms of this Software License Agreement.

BATTELLE MEMORIAL INSTITUTE	USER (Authorized Representative)
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**BATTELLE MEMORIAL INSTITUTE SOFTWARE LICENSE AGREEMENT**

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2. **ASSIGNMENT.** USER's rights to the Licensed Software may not be assigned, sublicensed or otherwise transferred by USER without BATTELLE's written approval. BATTELLE may assign this Agreement, in which case this Agreement shall be binding upon BATTELLE's assignee.

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liable to USER for any reason arising out of this Agreement, despite the above limitation, the maximum extent of BATTELLE's liability shall be the license fee.

BATTELLE represents that it has the right to grant all of the rights granted herein, except as to such rights as the Government of the United States of America may have or may assert.

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7. **EXPIRATION OF OFFER.** This offer to license shall expire if not signed by USER and returned to BATTELLE within **90 days of the date of receipt by USER.**

8. **U.S. GOVERNMENT RIGHTS NOTICE.** The Software was produced by Battelle under Contract No. DE-AC05-76RL01830 with the Department of Energy. For a five-year period from October 31, 2014, the U.S. Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so. Subsequent to that period or any extension granted, the U.S. Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so. The specific term of the license can be identified by inquiry made to BATTELLE or DOE. NEITHER THE UNITED STATES NOR THE UNITED STATES DEPARTMENT OF ENERGY, NOR ANY OF THEIR EMPLOYEES, MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY DATA, APPARATUS, PRODUCT OR PROCESS DISCLOSED, OR REPRESENTS THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS.

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10. **REPORTS:** USER shall provide to BATTELLE, on an annual basis during the entire term of this Agreement, a written, high-level report of USER's activities using the Software. This report should include estimated energy savings. Improvements and modifications to the Software, if any by USER, should be described.

11. **MISCELLANEOUS.** This Agreement forms the entire understanding between the parties and supersedes any prior agreements, whether oral or written, concerning the Software. No BATTELLE representative has authority to grant any written or oral warranties concerning the Licensed Software. This Agreement shall be interpreted under the laws of the State of Washington. Titles herein are for convenience only and do not affect their contents. Special conditions pertaining to this Agreement are set forth in Schedule A.

(FEDS NGU- 10/18)