

SCHEDULE A
FEDS Software – US Academic / Research

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) in executable code only; 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 research 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.S. \$	Amount	Each	Quantity	units	U.S.\$	Total
6. License Fee:		300					
Sales Tax (if Applicable):							
Total:							

Tax exemption certificate required for exemption

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

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: _____

SAMPLE

BATTELLE MEMORIAL INSTITUTE SOFTWARE LICENSE AGREEMENT

The parties to this Agreement are Battelle Memorial Institute ("Battelle"), located at 902 Battelle Boulevard, P.O. Box 999, Richland WA 99352, and the organization or individual signing Schedule A ("USER"). In consideration of their mutual promises, BATTELLE grants and USER accepts, a nonexclusive, nontransferable license to use the computer software identified in Schedule A, including updates, upgrades, new modules or any other related programs which may be furnished hereunder by BATTELLE to USER during the term of this Agreement, together with associated documentation (all known as "Software") on the following terms and conditions:

1. **DELIVERY AND USE.** The Software to be provided is one copy of executable code with associated documentation operable on the standard hardware or 100% compatible hardware, specified in Schedule A. USER is authorized to use the Software only at the location(s) given in Schedule A and only on an appropriate server(s). Except for backup copies, USER is not authorized to make or use additional copies of the Licensed Software unless otherwise provided in Schedule A. The word "use" means any form of utilization of the Licensed Software or any portion of it including but not limited to copying the program from any media into equipment for processing, or using any documentation associated with it. USER understands that separate licenses are needed for any other use of Licensed Software than those authorized in this Agreement. Installation and training are not provided in the license fee.

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.

3. **TERMINATION.** If the USER should fail to comply with any provision of this Agreement, BATTELLE may give USER written notice requiring it to cure the default. If it is not cured within 30 days of receipt of that notice, BATTELLE may terminate this Agreement. USER may terminate this Agreement at any time by written notice sent to BATTELLE. USER shall destroy the original and all reproductions, including partial reproductions, of the Licensed Software, and shall certify that fact to BATTELLE within 5 days after such termination. USER may keep one copy for archival purposes with BATTELLE's prior approval.

4. **SOFTWARE PROTECTION.** BATTELLE represents that the Licensed Software is the property of BATTELLE and may contain confidential information and trade secrets of BATTELLE. USER agrees to use the Licensed Software only as provided in this Agreement and agrees not to make the Licensed Software available to any third party without the written approval of BATTELLE. USER shall not reverse compile or reverse assemble the Licensed Software in whole or in part. The obligations of this paragraph shall survive termination of this Agreement and shall apply to the Licensed Software regardless of its incorporation by USER into any other programs not provided by BATTELLE. These restrictions shall not apply to any Licensed Software which is or becomes part of the public domain without fault of USER or is in the possession of USER before disclosure by BATTELLE.

5. **WARRANTY AND LIMITATION OF LIABILITY.** This Agreement is entered into by BATTELLE in its private capacity. It is understood and agreed that the U.S. Government is not a party to this Agreement and in no manner whatsoever shall be liable for nor assume any responsibility or obligation for any claim, cost or damages arising out of or resulting from this Agreement or the subject matter licensed.

USER recognizes that the Licensed Software is provided by BATTELLE on an as-is basis. Nothing in this Agreement shall be deemed to be a representation or warranty by BATTELLE, or the U.S. Government, of the accuracy, safety or usefulness for any purpose, of the Licensed Software at any time made available by BATTELLE. Neither the U.S. Government nor BATTELLE nor any affiliated company of BATTELLE shall have any liability whatsoever to USER or any other person for or on account of any injury, loss, or damage, of any kind or nature sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon USER or any other person, arising out of or in connection with or resulting from (i) the production, use or sale of the Licensed Software or any apparatus or product, or process; (ii) the use of any technical information, techniques, or practices disclosed by BATTELLE; or (iii) any advertising or other promotional activities with respect to any of the foregoing, and USER shall hold the U.S. Government, BATTELLE, and any affiliated company of BATTELLE, harmless in the event the U.S. Government, BATTELLE, or any affiliated company of BATTELLE, is held liable. In the event BATTELLE is determined to be

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.

6. **USE OF BATTELLE NAME:** USER agrees that unless required by law, or unless otherwise agreed in advance in writing by BATTELLE, USER will not use or imply the name "BATTELLE", or any affiliated company of BATTELLE, or "Pacific Northwest National Laboratory", or "PNNL", or associated trademarks, or other trade dress, or use BATTELLE or PNNL reports, for advertising, promotional purposes, raising of capital, recommending investments, or in any way that implies endorsement by BATTELLE or PNNL. However, USER may publicly disclose the fact that an agreement has been entered into with BATTELLE, including the name of BATTELLE. USER may disclose in a factual manner that is accurate and not misleading, material facts pertaining to the nature of this Agreement to the extent such disclosure complies with or is required by applicable U.S. Federal and state securities and other laws or the rules and regulations of any public stock exchange, provided that such disclosure does not, in whole or in part, imply any endorsement by BATTELLE or PNNL. USER further agrees to indemnify and hold BATTELLE, its directors, officers, agents and employees harmless for any damage, loss, claim or suit arising from or relating to USER's use of the BATTELLE name.

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.**

9. **EXPORT CONTROL.** USER agrees that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restrictions or regulations (collectively the "Export Laws"). Export of the Software may require some form of license or other authority from the U.S. Government, and failure to obtain such export control license may result in criminal liability under U.S. laws. USER agrees to indemnify, defend and hold harmless BATTELLE, its officers, agents and employees from all liability involving the violation of such Export Laws, either directly or indirectly, by USER.

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)