

## **BLAST ANALYSIS AND DESIGN SOFTWARE LICENSE AGREEMENT**

This **BLAST DESIGN SOFTWARE LICENSE AGREEMENT** (the “**Agreement**”) is a binding agreement between you, the user of the Software (“**You**,” “**Your**,” or “**Yourself**”), and Applied Research Associates, Inc. (“**ARA**”), for the Software Product (the terms “**Software**” and “**Software Product**” have the meaning ascribed to them in Section 1 below) licensed by You using the Software Order Form (the term “**Software Order Form**” is defined in Section 1 below). You and ARA may be collectively referred to as the “**Parties**.”

The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software Product is being licensed, not sold, to You. As a result, You own a License (as defined in Section 1.8 below) to use the Software in accordance with the provisions of this Agreement. Accordingly, by copying, installing or using the Software, You agree to be bound by the terms and conditions of this Agreement. If You are not willing to be bound by the terms and conditions of this Agreement you should return the Software to ARA before Activation has occurred.

### **1. Definitions.**

**1.1. “Activation”** means that moment in time when ARA has provided You with the License Key(s) needed to activate and begin using the Software.

**1.2. “Annual Fee”** means the fee You pay to ARA for a one (1) year License to use the Software, subject to and in accordance with the terms and conditions of this Agreement. To avoid termination of the License the Annual Fee and Annual Support Fee must be received by ARA prior to the end of the Initial Term, and each Renewal Term thereafter.

**1.3. “Annual Support Fee”** means the fees paid by You for Operational Support. The Annual Support Fee does not include, among other things, maintenance of, or updates to, the Software.

**1.4. “Confidential Information”** means, in its most expansive interpretation and usage, all proprietary, non-public or confidential information and data that concerns ARA, including the Software, the User Materials, technology, systems, operations, or other assets and activities of ARA, such as trade secrets, ideas, processes, formulas, systems, source codes, data programs, other original works of authorship, know-how, improvements, discoveries, developments, designs, inventions, techniques, training and education materials and sessions, new products, licenses, rates, prices, costs and customer lists not available to the public.

**1.5. “Designated Workstation”** means the computer processing system(s) accessing the Software through the License Key You obtain from ARA. Each Designated Workstation must have its own License Key.

**1.6. “Initial License Fee”** means the amount or amounts You initially pay to ARA for a License or Licenses to use the Software on the number of Designated Workstations identified on the Software Order Form for the Initial Term, which use must, at all times, be in accordance with the terms and conditions of this Agreement.

**1.7. “Initial Term”** means a period of one year following Activation of the Software as more fully explained in Paragraph 6 below.

**1.8. “License” or “Licenses”** has the meaning set forth in Section 2 of this Agreement.

**1.9. “License Key”** means each encrypted alphanumeric code that is provided by ARA to activate those features of the Software You license from ARA, as more fully described in the Software Order Form.

**1.10. “Operational Support”** means assistance with and support related to installation and operation of the Software on computer platforms supported by ARA (a list of which will be provided upon request). Operational support does not include design and/or analysis guidance. All Operational Support shall be provided via telephone or by remote computer access. Any on-site support or maintenance performed by ARA shall be performed in accordance with a separate written agreement between You and ARA. ARA shall require payment of additional fees for any on-site support or maintenance performed by ARA. Operational Support **does not** include any training in the use of the Software or the interpretation of results obtained as a result of Your use of the Software.

**1.11. “Software” or “Software Product”** refers to the proprietary computer software package(s) ordered by You on the Software Order Form for Your internal business use at Your Designated Location. The Software Products available on the Software Order Form are: (i) A.T.-Blast (“AT Blast”); *or* (ii) 3-D Blast; *or* (iii) Single-Degree-of-Freedom (“SDOF”); *or* (iv) Window Glazing Analysis Response and Design (“Wingard”) limited edition (“Wingard LE”); *or* (v) Wingard professional edition (“Wingard PE”), all of which are described in further detail on the Software Order Form, which is incorporated into this Agreement by this reference.

**1.12. “Software Installation”** means the physical installation of the Software on each Designated Workstation for which You acquire a License. Software Installation must be completed prior to Activation.

**1.13. “Software Order Form”** means a document You sign and submit to ARA that describes the Software You desire to License from ARA, and includes the related Initial License Fee, Annual License Fee, and Annual Support Fee for such Software. The Software Order Form is incorporated into this Agreement by this reference.

**1.14. “Renewal Term”** as more fully detailed in Paragraph 6 below, means each one year period following expiration of the Initial Term, or a subsequent Renewal Term, for which You pay the required Annual Fee and Annual Support Fee and, as a result, renew your License or Licenses to use the Software under the terms and conditions of, and in accordance with the provisions of, this Agreement.

**1.15. “User Materials”** means any documentation that ARA provides to You in order to, among other things: (i) describe the functionality or capabilities of the Software you are licensing; and (ii) accompany and assist You with the installation and use of the Software on Your Designated Workstation(s) in accordance with the terms and conditions of this Agreement. User Materials may be provided to You in various forms, including paper or electronic media. User Materials are and shall remain the exclusive property of ARA.

**2. License.** Provided you have paid the required Initial License Fee, and/or Annual License Fee and Annual Support Fee, ARA hereby grants to You, a personal, worldwide, non-assignable, non-transferable, non-exclusive, limited use license (“License”), for the Term set forth below, to: (i) install the Software identified on the Software Order Form on each corresponding Designated Workstation authorized by ARA; and (ii) use and execute the Software for Your internal business purposes on each such Designated Workstation.

**3. Proprietary Protection.** ARA, and ARA’s licensors, have sole and exclusive ownership of all rights, title, and interest in and to the Software, User Materials and all other Confidential Information, subject only to the limited License expressly granted to You herein. This Agreement does not provide You with title or ownership of the Software or User Materials, but only a license for limited, internal use. This Agreement does not provide You with any title, interest of ownership in or any right to use ARA’s name, trademarks or logo, or any goodwill now or hereafter associated therewith, all of which title, ownership and goodwill is the property of and shall inure exclusively to the benefit of ARA. You may not use ARA’s name, trademark, logo, or any name, trademark of logo of the Software, in any marketing or other materials that will be distributed by You to third parties without ARA’s prior written consent.

**4. Scope of Your Use.** For each License You obtain, one copy of the Software, and one License Key, will be provided for one Designated Workstation. You may make one (1) copy of the Software that may be used exclusively for non-productive backup purposes such as disaster recovery. A License Key is unique to Your Designated Workstation and protects the Software from unauthorized or unlicensed use. Any attempt to decode or bypass the License Key in any way will constitute grounds for termination in accordance with Section 15 of this Agreement. In the event that You upgrade your Designated Workstation, You may contact ARA, in writing, and request a new License Key. Upon satisfactory proof to ARA that You have destroyed all copies of Software on Your prior Designated Workstation, ARA will issue You a new License Key for Your new Designated Workstation. Should You make more than one request for a new License Key during the Initial Term or any Renewal Term ARA reserves the right, in its sole discretion, to assess a License Key renewal fee, not to exceed the lesser of twenty-five percent (25%) of the Initial License Fee or Five Hundred Dollars (\$500.00).

**5. Limitations on Your Use.** Notwithstanding any other provision of this Agreement, You shall not: (i) reproduce, record, videotape, capture in electronic audio or video form, distribute, transmit, or disclose, directly or indirectly, in any form, by any means, or for any purpose, the Confidential Information, except You may disclose such Confidential Information to Your employees if: (a) they have been advised of the obligations of confidentiality set forth and have agreed to abide by the same; and (b) they need to know such information in the performance of their job with You; (ii) disclose or disseminate Confidential Information to any third party; (iii) copy, modify, or distribute the Software (electronically or otherwise) or the User Materials, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by ARA in a separate written agreement referencing this Agreement and executed by a duly authorized representative of ARA; (iv) use the Software for any purposes in any manner not permitted under this Agreement; (v) decompile, reverse assemble or otherwise reverse engineer the Software; (vi) import, add, modify or delete data in the Software database by any method other than direct data entry through the Software application; (vii) use the Software to process anything other than Your own data or the data of Your customers or clients, provided such customer data is processed as part of a specific, identifiable project; (viii) sell, transfer, lease, assign, or sublicense Your Software License without ARA’s prior written consent in writing executed by a duly authorized representative of ARA; (ix) install the Software on any computer other than Your Designated Workstation, or, in the event You purchase multiple Licenses, on Your Designated Workstations; (x) take any other action in derogation of ARA’s intellectual property rights in respect of the Software, User Materials or other Confidential Information. You authorize ARA, and its representatives, to enter into Your premises in order to inspect the Software at any time during regular business hours, all without notice to You, in order to verify compliance with the terms of this Agreement.

**6. Term.** Unless otherwise terminated in accordance with the provisions of this Agreement, the License to the Software granted under this Agreement shall be for a term of one (1) year following Activation (“Initial Term”). Except for the License relating to the AT Blast, all Software shall be renewable for one (1) year renewal terms on the same conditions as provided herein, or, in ARA’s sole discretion, on new conditions provided by ARA (each a “Renewal Term”). ARA is not responsible for obsolescence of the Software that may result from changes in Your requirements or changes in the software technology industry.

**7. License Fees.** You understand that the License(s) granted to You, and Your continued use of the Software, is subject to ARA timely receiving from You, the requisite Initial Fee and/or Annual Fee and/or Annual Support Fee that are due to ARA from You.

**8. Miscellaneous Taxes and Fees.** You are responsible for all governmental taxes and fees associated with Your licensing, possession or use of the Software, including any use taxes, sales taxes, state or local property or excise taxes.

**9. Installation and Maintenance.** The Software is provided in executable form for installation on Your Designated Workstation(s) in accordance with the provisions of this Agreement. Installation of the Software can be carried out through use of the User Materials, which are provided with the Software. If You have paid the Annual Support Fee, ARA will assist You via telephone or remote access with the installation of the Software on your Designated Workstation(s), provided such Designated Workstation(s) is/are built around a platform supported by ARA (a list of which is available from ARA upon request). ARA will provide You with

assistance in the event Your Software is inoperable at the time of installation. **No Software training, Software maintenance services or Software updates are provided by ARA to You under this Agreement.**

**10. Your Responsibilities.** In addition to Your other obligations, agreements and responsibilities set forth in this Agreement, You agree to be responsible for the following:

**10.1.** Using the Software only on Designated Workstation for which you have obtained and/or maintain a valid License;

**10.2.** Supervising and controlling access to the Software in accordance with the terms of this Agreement;

**10.3.** Providing a proper physical environment for each Designated Workstation on which the Software operates;

**10.4.** Confirming that each Designated Workstations is built around a platform supported by ARA (a list of which is available from ARA upon request), and thereafter preparing each Designated Workstation for installation of the Software, including compliance with User Materials and special electrical, computing, or communications requirements (if applicable) and other tasks as may be necessary for the Software to operate on each Designated Workstation;

**10.5.** Selecting and training Your personnel so they can competently operate the Software;

**10.6.** Establishing and maintaining adequate operational back-up and disaster recovery procedures for Your data in the event of a defect or malfunction that renders the Software or Your Designated Workstation on which it runs non-operational;

**10.7.** Protecting and retaining possession of each License Key;

**10.8.** In the event You lose a License Key, You will provide ARA an affidavit signed by a corporate officer declaring that the License Key in question has been lost. You further agree to pay a fee equal to five (5%) of Your Annual Support Fee to replace any License Key that has been lost or destroyed.

## **11. Limited Express Warranty.**

**11.1.** ARA hereby warrants that: (i) ARA has developed, owns, and/or possesses all rights and interests in the Software necessary to enter into this Agreement; (ii) ARA has full authority to execute and perform this Agreement; and (iii) ARA's execution and performance of this Agreement will not materially violate any material law or materially breach any material agreement, known by and governing ARA (the "**Limited Express Warranty**"). ARA grants You the Limited Express Warranty for a period of one (1) year from the date of Software Activation ("**Warranty Period**"). IF ANY VIOLATION OF THE LIMITED EXPRESS WARRANTY RESULTS FROM ANY ALTERATION OF THE SOFTWARE (EXCEPT IF DIRECTLY BY ARA OR UNDER ARA'S WRITTEN DIRECTION), ACCIDENT, ABUSE OR MISAPPLICATION, THEN, AT ARA'S SOLE OPTION, THIS LIMITED EXPRESS WARRANTY SHALL BE NULL AND VOID.

**11.2.** You warrant that: (i) Your execution of this Agreement will not violate the terms of any pre-existing agreement(s) between You and a third party; (ii) You have full power and authority and are duly authorized to execute and perform the financial and non-financial obligations under this Agreement; (iii) if You are anything other than an individual person signing on Your own behalf, You have taken the necessary corporate, limited liability company, or partnership action(s) in order to authorize and ratify Your execution and delivery of this Agreement and Your performance under this Agreement.

## **12. EXCLUSION OF WARRANTIES.**

**12.1.** NOTHING IN THIS AGREEMENT, INCLUDING SECTIONS 11, 12 AND 13, SHALL EXCLUDE OR LIMIT ARA'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND ARA'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**12.2.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE."

**12.3.** IN PARTICULAR, ARA DOES NOT REPRESENT OR WARRANT TO YOU THAT:

**12.3.1.** YOUR USE OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS,

**12.3.2.** YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

**12.3.3.** ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SOFTWARE WILL BE ACCURATE OR RELIABLE, AND

**12.3.4.** DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SOFTWARE PROVIDED TO YOU WILL BE CORRECTED.

**12.4.** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ARA OR THROUGH OR FROM THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE LIMITED EXPRESS WARRANTY.

**12.5.** WITH THE EXCEPTION OF THE LIMITED EXPRESS WARRANTY, DURING THE WARRANTY PERIOD, ARA EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT (TO THE EXTENT NOT WARRANTED IN THE LIMITED EXPRESS WARRANTY).

### **13. LIMITATION OF LIABILITY.**

**13.1.** IN ADDITION TO THE PROVISIONS IN PARAGRAPH 12.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ARA, AND ITS OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE TO YOU FOR:

- 13.1.1.** ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU AS A RESULT OF YOUR USE OF THE SOFTWARE OR PERFORMANCE OF THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;
- 13.1.2.** ANY INJURY, LOSS OR DAMAGE, INCLUDING INJURY, LOSS OR DAMAGE TO PERSONS OR PROPERTY, WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO INJURY, LOSS OR DAMAGE AS A RESULT OF:
  - 13.1.2.1.** ANY DATA, REPORT, OR INFORMATION GENERATED BY THE SOFTWARE AND USED BY YOU AND/OR YOUR EMPLOYEES, AGENTS, AND REPRESENTATIVES, IRRESPECTIVE OF WHETHER SUCH INJURY, LOSS, OR DAMAGE RESULTED FROM USE OF THE SOFTWARE.
  - 13.1.2.2.** ANY USE OF THE DATA, REPORT(S), OR INFORMATION GENERATED BY THE SOFTWARE AND USED BY YOU AND/OR YOUR EMPLOYEES, AGENTS, AND REPRESENTATIVES;
  - 13.1.2.3.** RELIANCE PLACED BY YOU, OR YOUR OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, ON THE COMPLETENESS, EFFICIENCY, FUNCTIONALITY OR ACCURACY OF THE SOFTWARE AND ANY DATA, REPORTS, OR INFORMATION GENERATED THEREBY;
  - 13.1.2.4.** THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF SOFTWARE.
- 13.1.3.** YOU REPRESENT AND WARRANT THAT YOU ARE A SOPHISTICATED PURCHASER AND ACKNOWLEDGE AND AGREE THAT THE ALLOCATION OF RISK IN SECTIONS 11, 12 AND 13 OF THIS AGREEMENT ARE REFLECTED IN THE LICENSE FEE, ANNUAL FEE, AND ANNUAL SUPPORT FEE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ARA IS UNABLE TO TEST THE SOFTWARE UNDER ALL POSSIBLE CIRCUMSTANCES, THAT ARA CANNOT CONTROL THE MANNER IN WHICH YOU USE THE SOFTWARE, AND THAT THE ALLOCATION OF RISKS UNDER THIS AGREEMENT IS REASONABLE AND APPROPRIATE UNDER THE CIRCUMSTANCES.
- 13.1.4.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL ARA'S LIABILITY OR ANY DAMAGES FOR ANY MATTER ARISING UNDER THIS AGREEMENT EVER EXCEED THE LICENSE FEE, THE ANNUAL FEE, AND THE ANNUAL SUPPORT FEE PAID BY YOU TO ARA HEREUNDER, REGARDLESS OF THE FORM OF ACTION.
- 13.1.5.** THE LIMITATIONS ON ARA'S LIABILITY TO YOU IN THIS SECTION 13 SHALL APPLY WHETHER OR NOT ARA HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

### **14. Indemnity.**

**14.1.** You shall indemnify ARA, and its officers, employees, agents, representatives, and successors and assigns ("ARA Parties") and hold each of them harmless from and against and pay on behalf of or reimburse such ARA Parties in respect of any loss, liability, diminution in value, demand, claim, action, cause of action, cost, damage, deficiency, penalty, fine or expense, whether or not arising out of third party claims (including interest, penalties, attorneys' fees and expenses, courts costs and all amounts paid in the investigation, defense or settlement of the foregoing) which any ARA Party may suffer, sustain or become subject to, as a result of, in connection with, relating to or incidental to or by virtue of (i) Your breach of this Agreement; (ii) Your negligent, reckless or intentional misuse of the Software; (iii) Your use of data, reports or other information that is incorporated or inputted into, or generated from Your use of or reliance on the Software; and (iv) property loss, damage, personal injury or death, sustained by You or by any of Your officers, employees, agents or representatives, or by any third party, as a result of Your use or reliance on the Software.

**14.2.** ARA shall make a claim for indemnification by notifying You of the claim in writing within a reasonable amount of time after receiving notice of any action, lawsuit, proceeding, investigation or other claim against it (if by a third party) or discovering the liability, obligation or facts giving rise to such claim for indemnification, describing the claim, the amount thereof (if known and quantifiable) and the basis thereof.

**15. Termination.** Should You fail to carry out any obligation under this Agreement or any other agreement with ARA or otherwise be in breach or violation of or in default under any provision, term, agreement, covenant, representation or warranty under this Agreement, including but not limited to breach of Your obligations in Section 3, 4, 5, 10 and 14, ARA may, at its option, in addition to other available remedies, refuse to renew your license and/or refuse to sell you or your organization other software developed by ARA.

**16. Injunctive Relief.** Recognizing and acknowledging that any use or disclosure of the Software and/or other Confidential Information by You in a manner inconsistent with the provisions of this Agreement may cause ARA irreparable harm for which other remedies may be inadequate, You agree that ARA shall have, in addition to all other rights and remedies ARA may have hereunder or at law, the right to immediate injunctive and/or other equitable relief from a court of competent jurisdiction as may be necessary and appropriate to prevent the unauthorized use or disclosure of the Software and/or Confidential Information (all without bond or

requirement for proof of actual or likely damages) and that, in connection therewith, You shall not oppose such injunction on the grounds that an adequate remedy is available at law.

**17. Effect of Termination.** Termination of this Agreement also terminates Your License to the Software and License Key. Upon termination of this Agreement for any reason, You are required to immediately, and in no event later than three (3) calendar days after termination, return or destroy, as requested by ARA, all copies of the Software, User Materials and Confidential Information in Your possession, including all copies thereof. You agree to certify by affidavit or otherwise (as selected by ARA), Your compliance with the foregoing requirement upon request by ARA.

**18. Obligations That Survive Termination.** The following sections shall survive the termination or expiration of this Agreement: Section 3, Section 4, Section 5, Section 12, Section 13 and Section 14.

**19. Export/Foreign Government Restriction.** The Software may be controlled for export purposes under the International Traffic in Arms Regulations (“ITAR”) administered by the U.S. Department of State or the Export Administration Regulations (“EAR”) administered by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. You may not export or re-export the Software without ARA’s prior written consent and without the appropriate United States and foreign government licenses. In addition, access to the Software by Foreign Persons, as defined below, may require an export license if the Software would require a license prior to delivery to the Foreign Person’s country of origin. A “Foreign Person” is a non-U.S. citizen that does not have permanent U.S. residency and has not been granted political asylum or refugee status in accordance with 8 U.S.C. 1324b(a)(3). Under no circumstances may the Software or any technical data contained within the Software, or any portion thereof, be exported or re-exported into (i) (or to a national or resident of) Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other country to which the United States has embargoed goods; or (ii) to anyone on the United States Treasury Department’s list of Specially Designated National or the U.S. Commerce Department’s Table of Deny Orders. You hereby represent that You are not located in, under the control of, or a permanent or temporary resident of any such country or on any such list. You further agree to indemnify and hold harmless ARA and its officers, directors, shareholders, employees, agents and representatives against any and all costs, liabilities, damages, losses or expenses (including, without limitation, attorneys fees) arising from or relating to any asserted violation by You of any of the laws and administrative regulations of the United States relating to the control of exports or commodities and technical data.

**20. Miscellaneous.**

**20.1. Notice.** All notices required under this Agreement will be in writing and will be sent to the address of the recipient specified in the Software Order Form. Any such notice may be delivered by hand, by overnight courier or by first class pre-paid letter, and will be deemed to have been received: (i) if delivered by hand - at the time of delivery; (ii) if delivered by overnight courier - 24 hours after the date of delivery to courier with evidence of delivery from the courier; (iii) if delivered by first class mail – three (3) business days after the date of mailing.

**20.2. Severability.** If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Agreement is invalid, then that provision will be removed from the Agreement without affecting the rest of the Agreement. The remaining provisions of the Agreement will continue to be valid and enforceable.

**20.3. Waiver.** If ARA does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which ARA has the benefit of under any applicable law), this will not be taken to be a formal waiver of ARA’s rights and those rights or remedies will still be available to ARA.

**20.4. Assignments.** This Agreement or any rights hereunder shall not be assigned or otherwise transferred by You, whether by operation of law, change of control, or otherwise, without the written consent of ARA; and any assignment or transfer thereof without such consent shall be null and void. This Agreement may be assigned by ARA.

**20.5. Entire Agreement; Modification.** This Agreement and the Software Order Form together constitute the entire agreement between You and ARA with respect to the Software, Confidential Information, and User Materials. This Agreement supersedes all earlier proposals and agreements, both written and oral, and all other written and oral communications between ARA and You. The terms and conditions of this Agreement will supersede all other terms and conditions you may have submitted. This Agreement may be modified only in a writing signed by a duly authorized officer of ARA that specifically mentions this Agreement.

**20.6. Governing Law/Jurisdiction.** The Agreement, and Your relationship with ARA under the Agreement, shall be governed by the laws of the State of New Mexico without regard to its conflict of laws provisions. You and ARA agree to submit to the exclusive jurisdiction of the courts located within the city and county of Denver, Colorado, to resolve any legal matter arising from the Agreement. Notwithstanding this, You agree that ARA shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

**20.7. Disputes.** You agree that in the event a dispute arises under this Agreement, the non-breaching Party shall be awarded its reasonable attorneys’ fees, costs and expenses in enforcing this Agreement.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# ARA Blast Design Software Order Form

Please Type or Print Clearly

## Shipping Information

Name \_\_\_\_\_ Phone \_\_\_\_\_

Title \_\_\_\_\_ Fax \_\_\_\_\_

Organization \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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## Billing Address (same as on card)

Name \_\_\_\_\_ Title \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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## Payment method:

- Check (payable to Applied Research Associates, Inc.)
- Money order (payable to Applied Research Associates, Inc.)
- Credit card (MasterCard / VISA only, **circle one**)

Name on Credit Card \_\_\_\_\_

Credit card number \_\_\_\_\_

Code on Back of Card \_\_\_\_\_ Expiration date \_\_\_\_\_

\*\*\*\*Internal ARA Use Only\*\*\*\*

Date Requested: \_\_\_\_\_

Date Processed: \_\_\_\_\_

Processed By: \_\_\_\_\_



# ARA Blast Design Software Order Form

Indicate Quantities and Costs for your order below in the yellow-shaded boxes:

Government employees are eligible for a 10% discount on all orders. A 10% volume discount is also available for amounts over \$10,000.

License will expire after one year and available for annual renewal, excluding **A.T.-BLAST**.

**Annual support** includes program operation support only, not design and analysis guidance.

\*Initial Cost includes one-year license.

Program	Initial Copy/user		2nd Copy/user		Annual Renewal License		Annual Renewal Support		Cost/Program
	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	Qty	Unit Cost	
<b>A.T.-Blast</b>		\$99.00							\$
<b>3D Blast</b>		\$249.00		\$50.00		\$149.00		\$125.00	\$
<b>SDOF</b>		\$449.00		\$50.00		\$249.00		\$125.00	\$
<b>WINGARD LE</b>		\$449.00		\$50.00		\$249.00		\$125.00	\$
<b>WINGARD PE</b>		\$1,749.00		\$50.00		\$899.00		\$499.00	\$

Subtotal

Quantity Discount

10%

Subtotal

USG or Mil Discount? (Y/N)

10%

Subtotal

Grand Total

**Submit order form and signed license agreement, with payment to:**






Applied Research Associates, Inc.  
119 Monument Place  
Vicksburg, MS 39180  
Phone: 601-638-5401  
Fax: 601-634-0631  
Email: [seasinfo@ara.com](mailto:seasinfo@ara.com)

ARA reserves the right, in its sole discretion, to accept or reject any order form. Should ARA reject your order form, for any reason, ARA will return your payment to you. ARA is not required to provide a reason for any decision to reject an order form. If ARA elects to accept your order form and to license ARA Blast Design Software to you, ARA will confirm final costs, discounts, and taxes and send you the final, updated cost form for your review and approval.



# ARA Blast Design Software Order Form

\*Initial Cost includes one-year license. \*\*Cost with 2<sup>nd</sup> license included

Program	Initial Cost*	Annual Renewal License	Annual Renewal Support
	\$99	N/A	N/A
	\$249	\$149	\$125
	\$299**		
	\$449	\$249	\$125
	\$499**		
	\$449	\$249	\$125
	\$499**		
	\$1,749	\$899	\$499
	\$1,799**		