

## **RiverWare®**

Copyright (C) 1997-2020 by the Regents of the University of Colorado ("University"). All rights are reserved by University. RiverWare is registered trademark of The Regents of the University of Colorado.

RiverWare, including the RiverWare Viewer and RiverWISE, are the property of University. Any use, copy, publication, distribution, display, modification, or transmission of this software in whole or in part in any form or by any means without the written permission of University is strictly prohibited.

RiverWare is a reservoir and river modeling software tool developed by Edith A. Zagona, Principal Investigator, and other developers at The Center for Advanced Decision Support for Water and Environmental Systems (CADSWES) at the University of Colorado-Boulder, under joint sponsorship by the Tennessee Valley Authority, the Bureau of Reclamation and the U.S. Army Corps of Engineers.

Read the terms and conditions of your license agreement carefully before copying, installing, or using RiverWare or RiverWISE. Unless a separate commercial license agreement has been signed, this agreement (the "Agreement") represents the entire agreement between you (the "Licensee") and the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Boulder, a public educational institution of the State of Colorado, having an office at 4845 Pearl East Circle, Suite 200, Boulder, CO 80301. All references to the Licensed Software in this Agreement include RiverWare, the RiverWare Viewer, RiverWISE, and IBM ILOG CPLEX Optimizer Deployment Edition solely as embedded in RiverWare (the "Optimization Module") and any associated documentation that is provided, except where specifically noted otherwise.

By downloading, copying, installing, or using RiverWare, Licensee accepts the terms of this Agreement.

1. Subject to the permissions granted by Center for Advance Decision Support for Water and Environmental Systems (CADSWES) at the time the Licensed Software is provided, University grants Licensee a limited nonexclusive, non-sublicensable, nontransferable license to use (a) RiverWare Viewer, if the Licensee has been provided with access to the RiverWare Viewer, solely for the purposes of viewing files created with RiverWare (b) RiverWISE, if the Licensee has been provided with access to RiverWISE, solely for the purpose of creating alternative scenarios based on files created with RiverWare, (c) RiverWare, if the Licensee has been provided access to RiverWare, solely for the Licensee's internal computer simulation modeling applications, (d) Optimization Module, if the Licensee has been provided with access to the Optimization Module solely for the Licensee's internal computer simulation modeling applications; or (e) Any of the foregoing under an academic license, if the Licensee will be provided with access to any of the foregoing under an academic license, solely for the purposes of conducting internal research and teaching ("Licensed Purpose").
2. Licensee may not sublicense, distribute, market or sell the Licensed Software. Except as expressly authorized herein, Licensee shall not: (a) copy or modify the Licensed Software, (b) reverse compile or reverse assemble all or any portion of the Licensed Software, and/or (c) create any derivative work of the Licensed Software.
3. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LICENSEE SHALL MAKE NO OTHER USE OF THE LICENSED SOFTWARE other than the Licensed Purpose.
4. Licensee is solely responsible for obtaining any technical support.
5. No license, right or interest in any University trademark, trade name or service mark is granted hereunder.
6. University warrants that at the time of delivery, the Licensed Software will conform in all material respects to University's published specifications when operated on and with the equipment specified in the applicable documentation. EXCEPT FOR THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE, UNIVERSITY AND ITS THIRD PARTY PROVIDERS OF CODES AND LIBRARIES THAT HAVE BEEN INCORPORATED INTO THE LICENSED SOFTWARE OR THAT ARE PROVIDED WITH THE LICENSED SOFTWARE MAKE NO OTHER REPRESENTATIONS, EXTEND NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ASSUME NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO USE OR PERFORMANCE OF THE LICENSED SOFTWARE. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR

PURPOSE, NOR WARRANTIES THAT THE USE OF THE LICENSED SOFTWARE WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, SERVICE MARK, OR OTHER RIGHTS.

7. LICENSEE IS SOLELY RESPONSIBLE FOR ITS USE OF THE LICENSED SOFTWARE, AND THE RESULTS OBTAINED THEREFROM.
8. To the extent allowed by law, Licensee shall indemnify, defend, and hold the University, its third party providers of codes and libraries that have been incorporated into the Licensed Software or that are provided with the Licensed Software, sponsors who have funded the development of the Licensed Software, University's regents, employees, students, officers, agents, affiliates, and representatives harmless from and against all liability, demands, damages, losses, and expenses (including attorney fees), for death, personal injury, illness, property damage, noncompliance with applicable laws and any other claim, proceeding, demand, expense and liability of any kind whatsoever in connection with or arising out of (a) the use of the Licensed Software or any of the results obtained from the use of the Licensed Software by or on behalf of Licensee, its directors, officers, or employees; or (b) any right or obligation of Licensee under this Agreement.
9. UNIVERSITY, ITS THIRD PARTY PROVIDERS OF CODES AND LIBRARIES THAT HAVE BEEN INCORPORATED INTO THE LICENSED SOFTWARE OR THAT ARE PROVIDED WITH THE LICENSED SOFTWARE, ITS EMPLOYEES, REGENTS, EMPLOYEES, STUDENTS, OFFICERS, AGENTS, AFFILIATES, AND REPRESENTATIVES DO NOT ASSUME ANY LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE LICENSEE'S USE OF THE LICENSED SOFTWARE OR ANY OF THE RESULTS OBTAINED FROM THE USE OF THE LICENSED SOFTWARE. IN NO EVENT MAY UNIVERSITY OR ITS THIRD PARTY PROVIDERS OF CODES AND LIBRARIES THAT HAVE BEEN INCORPORATED INTO THE LICENSED SOFTWARE OR THAT ARE PROVIDED WITH THE LICENSED SOFTWARE BE LIABLE TO THE LICENSEE IN AMOUNTS THAT EXCEED THE DOLLAR AMOUNT OF THE AGREEMENT.
10. For all claims brought under this Agreement, regardless of the basis on which the claim is made (including fundamental breach, negligence, misrepresentation or other contract or tort claim), University will only be liable for actual direct damages up to the payments actually received by University from the Licensee for the Licensed Software that is the subject of the claim.
11. This Agreement is binding upon and inures to the benefit of the respective successors and assigns of the University. Licensee may not assign its rights in this Agreement without prior written approval by University.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
13. This Agreement continues for so long as the Licensee maintains authorized access to the Licensed Software. This Agreement automatically terminates upon any breach of the terms of the Agreement by Licensee.
14. Notice hereunder is sufficient if given by registered mail, postage prepaid, and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing. University: Venture Partners, University of Colorado Boulder, 589 UCB, Boulder, CO 80309-0589 Attn: License Administrator (Case #7063, RiverWare)
15. Both parties agree not to identify the other party in any promotional advertising, press releases, sales literature or other promotional materials to be disseminated to the public or any portion thereof without the other party's prior written consent in each case, except that Licensee may state that it has a license for the Licensed Software from University. Each party further agrees not to use the name of the other Party or any director, office, faculty member, inventor, employee or student or any trademark, service mark, trade name, copyright or symbol of the other Party, without the prior written consent of the other Party, entity or person whose name is sought to be used.

16. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability will not in any way affect the validity or enforceability of the remaining provisions hereof.
17. The terms and provisions contained in this Agreement and any separately executed commercial license agreement between the parties constitute the entire Agreement between the parties and supersedes all previous communications, representations, agreements or understanding, either written or oral, between the parties hereto with respect to the subject matter hereof. In the event that any term or condition of this Agreement conflicts with or is inconsistent with any term or condition of the separately executed commercial license agreement, the separately executed commercial license agreement supersedes and controls. Notwithstanding the foregoing provisions of this Section 17, to the extent that the Licensee has purchased the Licensed Software under a purchase order or similar requisition agreement, the terms of this Agreement supersede and control any provisions of such purchase order or requisition agreement; a purchase order or any similar requisition agreement is not a separately executed commercial license agreement for purposes of this Agreement.
18. This Agreement does not establish a joint venture or partnership between the parties, nor create an employer-employee relationship.
19. The parties agree that nothing in this Agreement is intended or shall be construed as a waiver, either express or implied, of any of the immunities, rights, benefits, defenses or protections provided to University under governmental or sovereign immunity laws from time to time applicable to University, including, without limitation, the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101, et seq.) and the Eleventh Amendment to the United States Constitution.
20. The provisions of this Agreement that by their nature are intended to survive, shall survive any termination or expiration of this Agreement.

THIS AGREEMENT GOVERNS THE USE OF THE LICENSED SOFTWARE. BY CLICKING ON THE "ACCEPT" LINK BELOW, LICENSEE, AND LICENSEE'S COMPANY, AGREES TO ALL OF THE TERMS OF THIS AGREEMENT SET FORTH ABOVE. IF LICENSEE DOES NOT AGREE TO THESE TERMS, LICENSEE SHOULD CLICK ON THE "DECLINE" LINK AND THE SUBMISSION PROCESS WILL NOT CONTINUE. PLEASE READ THIS AGREEMENT CAREFULLY.