END USER LICENSE AGREEMENT FOR THE USE OF THE THERMOPTIM-LIGHT CALCULATOR SOFTWARE PRODUCT

WARNING !

You should read carefully all the terms and conditions of this Agreement between S4E2 (S4E2 Renaud Gicquel AERL) and you, either an individual or a legal entity that you represent as an authorized employee or agent, (the "LICENSEE") before installing or using the SOFTWARE PRODUCT. By clicking on the button "ACCEPT", the LICENSEE agrees to be bound by all the terms and conditions of this Agreement. If you do not agree to be bound by these terms and conditions, you should immediately discontinue the use of the SOFTWARE PRODUCT, uninstall it and destroy all copies in your possession.

S4E2 is willing to license the SOFTWARE PRODUCT to the LICENSEE only on the condition that the LICENSEE accepts all the terms contained in this license Agreement.

# 1. DEFINITIONS

a) S4E2 means S4E2 Renaud Gicquel AERL

b) the LICENSEE means you, either an individual or a legal entity that you represent as an authorized employee or agent

c) SOFTWARE PRODUCT means the THERMOPTIM-LIGHT Calculator Software as well as its documentation, either on paper or under electronic format (Acrobat pdf, html)

A software product is a single application or suite of applications built by a software company to be used by many customers, businesses or consumers. The mass-market notion differs from custom software built for the use of a single user.

d) Java Runtime Environment: the set of libraries allowing to execute stand alone applications developed in the Java language, such as the SOFTWARE PRODUCT.

# 2. OWNERSHIP AND LICENCE

This is a SOFTWARE PRODUCT package license agreement and NOT an agreement for sale.

S4E2 continues to own the copy of the SOFTWARE PRODUCT used by the LICENSEE and all other copies that the LICENSEE is authorized by the Agreement to make.

the LICENSEE's rights to use the SOFTWARE PRODUCT are specified in this Agreement, and S4E2 retains all rights not expressly granted to him/her in this Agreement.

### 3. RIGHTS GRANTED

S4E2 grants the LICENSEE, a personal non-exclusive and non-transferrable right to use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT may include one or more libraries, files or other items for distribution. S4E2 grants the LICENSEE the right to use these libraries, files and other items provided he/she complies with the terms of this agreement, on the basis of the licenses given by its suppliers.

As the SOFTWARE PRODUCT can only be executed in a Java Runtime Environment compatible with the installation computer, S4E2 emphasises that the LICENSEE should be aware of the following issue: by installing a Java Runtime Environment, be it shipped with the SOFTWARE PRODUCT or obtained from another source, the LICENSEE also agrees to be bound by all the terms and conditions of the Java Runtime Environment License Agreement.

The LICENSEE may:

a) Use the SOFTWARE PRODUCT for his/her own needs.b) Make one (1) copy of the SOFTWARE PRODUCT for back-up and archival purposes and in executable form only, provided that the LICENSEE reproduces all the copyright, trademark and other proprietary notices which appear on or in the SOFTWARE PRODUCT. The copy is subject to the terms of the present Agreement.

### The LICENSEE may not:

a) Rent, share the SOFTWARE PRODUCT or grant any kind of rights, regarding the SOFTWARE PRODUCT or any portion thereof in any form to any third party without the prior written consent of S4E2, which if given, is subject to the conferee's consent to the terms and conditions of this license.

b) Modify, translate, reverse-engineer, decompile, disassemble partially or completely the SOFTWARE PRODUCT, except and only to the extent that such activity is legally authorized. If interoperability problems between the SOFTWARE PRODUCT and other computer programs are encountered, the LICENSEE accepts to inform S4E2 and study with it the possible solutions.

c) Remove or alter any SOFTWARE PRODUCT identification, proprietary notice, labels or trademarks which appear on or in the SOFTWARE PRODUCT.

d) Disclose the results of any benchmark or other test of the SOFTWARE PRODUCT, without S4E2's prior written consent.e) Use the back-up and archival copy (or allow anyone else to use

such copy) for any purpose other than to replace the original copy in the event it is destroyed or becomes defective.

f) Reproduce all or part of the SOFTWARE PRODUCT documentation, or modify it, or include it in other documents. The LICENSEE could be liable for legal penalty for any violation of the Copyright consecutive to non respect of the terms of the present Licence. The LICENSEE is however authorized to print one copy of the documentation for his/her private use.

g) Organize or participate in training courses, seminars (even free of charge) on the use of the SOFTWARE PRODUCT, without prior written consent of S4E2.

The LICENSEE agrees to inform S4E2 as soon as possible of any error or bug he/she may find, provided that such reports will be the exclusive property of S4E2.

The LICENSEE regognizes that this license agreement does not entitle him/her to correct errors, nor to get access to the SOFTWARE PRODUCT source code.

### 4. LIMITED WARRANTY & LIABILITY

The LICENSEE recognizes that S4E2 has informed him/her that the SOFTWARE PRODUCT has not been fully tested.

The SOFTWARE PRODUCT is provided "as is", without warranty of any kind, either express or implied and including but not limited to the warranties of performance, merchantability, fitness for any particular purpose and non-infringement to third party rights.

More specifically, S4E2 does not warrant that the functions included in the SOFTWARE PRODUCT will meet the LICENSEE requirements or that the operation will be uninterrupted or error free. In particular, the SOFTWARE PRODUCT is not designed for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation systems, direct life support machines, or weapons systems, in which the failure of the SOFTWARE PRODUCT could lead directly to death, personal injury, or severe physical or environmental damage.

The entire risk as to the use, quality, and performance of the SOFTWARE PRODUCT is with the LICENSEE. The LICENSEE assumes sole responsibility for selecting the SOFTWARE PRODUCT to achieve his/her intended results, and using it and will bear the all the costs and necessary corrections.

He/she should take all appropriate measures for protecting his/her data.

Neither S4E2 nor anyone else who has been involved in the design, production or distribution of the SOFTWARE PRODUCT will be liable for any incidental, consequential, direct or indirect damages caused to the LICENSEE, any user or third party, including but not limited, to the loss of profits, loss of data or any other financial loss arising from the use of the SOFTWARE PRODUCT or inability to use it even if S4E2 has been notified of the possibility of such damages.

The previous provisions constitue the only guaranty given by S4E2 for the SOFTWARE PRODUCT, and exclude any other guaranty, explicit or implicit, including but not limited to the guaranty that the SOFTWARE PRODUCT is adequate for any particular use.

S4E2's cumulative liability to the LICENSEE or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the license fee paid to S4E2 for use of the SOFTWARE PRODUCT .

S4E2 shall be relieved of any and all obligations for any portions of the SOFTWARE PRODUCT that would be revised, changed, modified, or maintained by anyone other than S4E2.

S4E2 cannot guarantee that the SOFTWARE PRODUCT will work at all times. If you change your operating system, the SOFTWARE PRODUCT may not work anymore.

S4E2 does not commit itself to maintain the SOFTWARE PRODUCT.

5. CONTROL RIGHTS

S4E2 is entitled to make any control that it may deem necessary to verify that the SOFTWARE PRODUCT utilization conditions and liabilities are fulfilled by the LICENSEE.

#### 6. INTELLECTUAL PROPERTY

The SOFTWARE PRODUCT is the intellectual property of the author and S4E2 and/or its suppliers protected as such by French copyright law, international treaty provisions, and applicable laws of the country in which it is being used.

Trademarks, logos and trade-names quoted in the Agreement, on or in the SOFTWARE PRODUCT are the property of their respective owners. Therefore, the LICENSEE agrees to maintain intact the copyright notices and other privileges of intellectual or industrial property on the SOFTWARE PRODUCT and on any complete or partial reproduction of the SOFTWARE PRODUCT.

7. CONFIDENTIALITY

The structure and organization of the SOFTWARE PRODUCT are valuable trade secrets and confidential information of S4E2 and its suppliers. The LICENSEE commits him/herself to keep confidential these secrets for the duration of the present Agreement and five (5) additional years from its termination date. The LICENSEE authorizes S4E2 and the author to use his/her name as a reference.

# 8. TERM & TERMINATION

This license is valid from the date the LICENSEE installs the SOFTWARE PRODUCT.

It terminates on the date of expiry of the license if there is one (shown in the license screen displayed from the Help menu in the SOFTWARE PRODUCT) or if the LICENSEE wishes to terminate.

If the LICENSEE fails to comply with any provision of this Agreement, S4E2 may terminate this license and the right to use the SOFTWARE PRODUCT. This termination does not prevent S4E2 from claiming any further damages.

Upon termination for any reason, the LICENSEE shall destroy or return the SOFTWARE PRODUCT to S4E2, and any copy made whether partial or whole.

# 9. SEVERABILITY

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, upon a definite legal, statutory or judicial provisions such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement continue in full force and effect and shall not be affected.

### 10. MISCELLANEOUS PROVISIONS

The fact that one of the parties does not to invoke a breach by the other party can not claim for future waiver of breach concerned.

This is the entire agreement between S4E2 and the LICENSEE relating to the SOFTWARE PRODUCT. This Agreement supersedes any oral or written prior agreements and understandings concerning it. It may be amended only by a writing executed by S4E2 and the LICENSEE.

The parties acknowledge that this license is granted regardless of the licensing provision of other S4E2 products. It does not exonerate the LICENSEE of any obligations inherent to such licenses, particularly those relating to the payment.

This Agreement shall in no circumstances be regarded as a constituent of a warrant or any legal entity.

This Agreement will be governed by the French law. Any dispute, controversy or claim arising out of or related to this Agreement shall be settled by the Tribunal de Grande Instance de Paris.

The LICENSEE ACKNOWLEDGES TO HAVE READ, UNDERSTOOD THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Should the LICENSEE have any questions concerning this Agreement or wish to request any information, please contact S4E2 (contact@s4e2.com).

(c) 1999-2011 Renaud Gicquel All Rights Reserved.

Author of the SOFTWARE PRODUCT: Renaud Gicquel

ACROBAT is a registered mark of Adobe Systems, Inc.

Java is a registered mark of Oracle Corporation, 500 Oracle Parkway, Redwood Shores, California 94065, USA.

#