

SuperChems[™] for DIERS License Agreement

This Software License Agreement is between the American Institute of Chemical Engineers hereinafter known as "AIChE", a not-for-profit corporation incorporated in the State of New York, including its unincorporated division, the Design Institute for Emergency Relief Systems, hereinafter known as the "DIERS ", whose address is 120 Wall St., 23rd Floor., New York, New York 10005, and the Licensee whose corporate name and address appear at the end of this Agreement.

License

AIChE grants to Licensee, a non-exclusive, non-transferable license to use the software program and accompanying documentation known as SuperChems[™] for DIERS subject to and in accordance with the terms of this License Agreement ("License"). The software program and documentation are collectively referred to in this License as the "Software". ioMosaic Corporation, a New Hampshire Corporation, hereinafter known as "ioMosaic", whose address is 93 Stiles Road, Suites 103 and 104, Salem, New Hampshire, 03079 owns the Software and has authorized AIChE and the DIERS to grant this License in AIChE's own name to the Licensee.

The Licensee may not and shall not make or sell the Software. Licensee shall not modify or translate or disassemble the Software. The License from AIChE shall automatically terminate if Licensee transfers the Software to another party or uses the Software in any manner, except as permitted by this License.

The Software is proprietary and confidential and is delivered for the use only of Licensee, those in its employ, and certain "Third Parties." The "Third Parties" are Licensee's bona-fide business clients ("Clients") and other persons outside Licensee's employ authorized by Licensee to work with or for Licensee on or in connection with a Project for Licensee and / or Licensee's Client. Third Parties shall not sublicense, assign, or physically or electronically transfer the Software or a copy, in whole or in part, to another person or entity.

Device "License"

The SuperChems[™] for DIERS license is provided with the program. This license is available as a download. The license key is set to expire on December 31 or when it reaches 1,000 program executions, whichever comes first. Installed SuperChems[™] for DIERS computer code will then no longer be operable. If the license allowance reaches 1,000 program executions before December 31. ioMosaic will reset the license at no charge.

Licensees of the SuperChems[™] for DIERS computer program who purchase the Annual License / Maintenance Subscription Program are entitled to use up to five licenses of the software.







Licenses are validated online – no hardware dongle is required. These licenses will renew automatically on payment of the Maintenance Subscription fee. Upgrades will be furnished at least once per year. Previously installed copies of the program will then no longer be operable. Licenses will work automatically on upgraded versions of the program.

A device license is required to:

- 1. Operate each copy of the program,
- Differentiate between the original and enhanced (upgraded) versions of the SuperChems[™] for DIERS program, and
- 3. Ensure that subscribers replace their software at least once per year.
- Note: Patches for serious bugs will be available for downloading through the ioMosaic's website technical support page.

Product Registration License 'Key'

The Software license is controlled through issue of a license within ioMosaic's licensing servers. The license is periodically revalidated against the license database. An internet connection is therefore required to register your copy of the Software and to periodically revalidate your license. The software license will expire on the date stated at the time of purchase unless you continue to pay the maintenance fee agreed upon at the time of purchase.

Restrictions on use of Output and Results of Software

The Licensee may not use and / or disclose the Output and Results derived from the Software outside its own organization except as follows: To Clients for their Project(s) and any authorized Third Parties.

Restrictions Against Copying

ioMosaic owns the Software and the copyright to the Software. The Licensee shall not copy the Software, in whole or in part, except that:

- a) Licensee may make one copy of the Software to be used solely for backup purposes, and
- b) Licensee may copy the Software in connection with installing the program as described in the Introduction and Running Sections of the Software documentation.

Term

The License will commence and become effective upon (i) payment of the License fee, (ii) return to AIChE of this License signed by Licensee and (iii) delivery of the Software to Licensee and will continue provided that Licensee is in full compliance with all of the terms and conditions of







this Agreement. In the event of a breach by Licensee of this Agreement, AIChE shall have the right to immediately terminate the license.

The License shall automatically terminate if Licensee transfers the Software or a copy, in whole or in part, except as permitted by this License, to another person or entity or if Licensee otherwise violates any term or condition of the License. Upon termination of the License, Licensee shall cease use of the Software and shall remove/delete all instances of the software.

Disclaimer of Warranties and Remedies

The Software is furnished hereunder "AS IS" without warranty. AIChE does not make any expressed or implied warranties concerning the Software or its use or the results of its use. AIChE does not warrant the merchantability of the Software or its fitness for a particular purpose or its performance, usefulness, correctness, accuracy, completeness, reliability or currentness or its use or interpretation. Nor does AIChE represent that any such use could not lead to unsafe or hazardous consequences. Licensee assumes responsibility for the installation and use of the Software, and for the results obtained from the Software.

AIChE shall have no obligation to update the Software. AIChE is not obligated to correct any problems or errors of the Software. Neither AIChE, ioMosaic, nor the DIERS shall be liable for any direct, indirect, incidental or consequential damages arising out of the use, results of use, or any failure or defects of the Software, or for any claim by any third party, even if such person has not been advised of the possibility of such damages or claim. In case of any claim of defect in the Software, Licensee's and any third party's sole remedy against AIChE, the DIERS and ioMosaic shall be replacement/reinstallation of the Software with another copy of the Software if returned to or contact is made to AIChE within sixty days of the date of purchase.

Licensing Fees and Options

Software license can be activated ONLY upon receipt of payment by AIChE, per the schedule below, along with a signed copy of this document. Payment may be made via check or interbank wire transfer. Please contact AIChE customer service for additional payment information.

AIChE customer serviceCustomerService@aiche.orgToll Free phone in the USA:800-242-4363From Outside the USA:203-702-7660







Item	License Details	Comments
License acquisition fee*	\$13,000 payable to AIChE	License agreement must be signed by company officer
Annual License/ Maintenance Subscription Program	\$2,200 payable to ioMosaic Corporation	Entitles licensee to technical support, upgrades, and license to use the code by up to four more users/locations.
License keys	One License is supplied with acquisition fee	Expires on December 31 each year. Renews automatically on payment of the Maintenance Subscription fee.
Additional license seats (i.e. additional users who can access the same license)	Up to four additional seats on the license can be purchased (\$180 / seat) as an option under the Annual License/ Maintenance Subscription Program	

*The source code is not furnished. Bugs should be reported to, and can only be corrected by, ioMosaic.

Read and Agreed

Date:

Licensee Company Name:

Print Signer's Name:

Authorized Signature:

Title:

Address:

Telephone Number:

Email address:

License Fee Received Date:

American Institute of Chemical Engineers (AIChE) By



