

## END USER LICENSE AGREEMENT

This Agreement sets forth the terms and conditions of your access to and use of the quickBlast™ blast calculator (the “**Software**”), through the website located at [www.protogetic.com](http://www.protogetic.com) (“**Website**”).

**YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS SOFTWARE. BY CLICKING THE ACCEPTANCE BUTTON AND/OR USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE BUTTON THAT INDICATES YOU DO NOT ACCEPT THE TERMS AND DO NOT USE THE SOFTWARE.**

**1. Definitions.** As used herein: “**Agreement**” means the terms and conditions in this End User License Agreement; “**Display Device**” means a computer or digital device used to access the Website and display the Software to the user; “**Documentation**” means any documents, information, directions, explanations, or material, concerning the Software, produced by or for Licensor, for the use of the Software; “**Licensor**” means M&H-RSF, LLC d/b/a Protogetic and its Software supplier(s) and licensor(s); and “**you**”, “**your**” and words of similar import means the person who uses the Software under this Agreement.

**2. License Grant.** Licensor hereby grants you a limited, revocable, non-exclusive and non-transferable license, without right of sublicense, to access and use the Software, only as a service offered through the Website, for your non-commercial, informational and educational purposes (meaning purposes which do not directly produce revenue for you), subject to the terms and conditions of this Agreement. You grant Licensor the non-exclusive right to access and use any and all information you enter in the Software or provide to the Website for purposes of making the Software available or improving or enhancing the Software or Website. All rights in the Software not expressly granted hereunder are reserved to Licensor. Except as expressly provided in this Agreement, no other assignments or licenses of intellectual property are granted whatsoever, whether expressly or by implication or by estoppel.

**3. Scope.** The license granted to you hereunder is limited to access to, and use of, the Software only as a service offered through the Website, using a single Display Device. The license does not extend to multiple applications for the access, use, display or retrieval of the Software. You shall have no right pursuant to this Agreement to distribute the Software in whole or in part over the Internet, via email or instant messaging, via an Intranet, personal digital assistant, wireless application protocol, short message service or radio system. You also may not install the Software on a network server, use the Software in a time-sharing arrangement or in any other unauthorized manner. Further, no license is granted to you in the human readable code of the Software (source code) or the machine readable code of the Software (object code). This Agreement does not entitle you to receive any upgrades to or newer versions of this Software. Nothing in this Agreement shall obligate Licensor to continue providing access to the Software beyond the date when Licensor ceases providing such Software to Website users generally.

**4. Restrictions.** You shall not edit, alter, abridge or otherwise change in any manner the Software or any content contained therein, including, without limitation, all copyright and proprietary rights notices. You may not, and may not permit others to:

- a. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Software;
- b. Modify, translate, adapt, alter, or create derivative works from the Software;
- c. Copy, distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or
- d. Distribute, sublicense, rent, lease, loan, or otherwise grant access to the Software to any third party.

**5. Delivery and Acceptance.** The Software will be delivered to you only as a service, via the Website. The Software will be deemed accepted upon your first access to or use of the Software. Any updates, bug fixes, or upgrades (“**Corrections**”) to the Software will be deemed accepted by you on the day such Corrections are implemented.

**6. No Assignment; No Transfer.** You may not transfer or assign or further license your rights under this Agreement without the Licensor’s prior, express written consent.

**7. No Modification; No Reverse Engineering.** You agree not to modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Software or assist someone in performing such prohibited acts.

**8. Import/Export Restrictions.** You understand that the Software may be regulated under United States export control laws and regulations and may require a license to import or export. You agree to comply with all applicable import/export laws or regulations and not import or export the Software or any Documentation in violation of any such laws or regulations. You agree to indemnify Licensor from liability if you violate any such laws or regulations.

**9. Title.** You agree that Licensor owns and holds title to the Software and any Documentation and all subsequent copies thereof regardless of the form or media. Furthermore, title, ownership rights, and intellectual property rights in the Software and any Documentation shall remain with Licensor. The Software and any Documentation are protected by copyright and other intellectual property laws and by international treaties.

**10. Term and Termination.** This license will be effective from the date that you first access or use the Software, and remain in effect unless and until terminated in accordance with this section. This license may be terminated by either party, for any reason or no reason, with or without notice, in accordance with the following procedures. Licensor may terminate this license by removing the Software from the Website or restricting your access to the Website or Software. Your license will terminate immediately if you fail to comply with any term or condition of this Agreement. You may terminate this license by providing written notice of termination to Licensor.

**11. Governing Law.** This Agreement shall be governed by, subject to, and construed in accordance with, the substantive laws of the State of Delaware, without regard to its conflict of laws provisions. You expressly disclaim the applicability of, and waive any rights based upon, the Uniform Computer Information Transactions Act or the United Nations Convention on Contracts for the International Sale of Goods. In an action arising out of or relating to this Agreement, you consent to the exclusive jurisdiction of the federal and state courts located in Kent County, Delaware. The prevailing party in any such action shall be entitled to recover its reasonable attorneys’ fees and costs incurred in litigating or otherwise settling or resolving such action. YOU FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

**12. Limited Warranty.**

**a.** Licensor warrants that for a period of thirty (30) days from the date of acceptance, the Software, if operated as directed, will substantially achieve the functionality described in any Documentation. Licensor does not warrant that your use of the Software will be uninterrupted or that the operation of the Software will be error-free. Licensor does not warrant that the Software will run properly on all computer hardware and/or operating systems, that the Software will meet your specific needs or objectives, or operate in the combinations which you may select for use.

**b.** The Software is intended to be used for informational and educational purposes only; it is not a substitute for the services of a licensed engineer or other qualified design professional. The data provided by the Software should not be used for any specific application or project without independent verification, by a

licensed engineer or other qualified design professional, that it meets all applicable design and engineering requirements. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE, ACCURACY, CURRENCY, SUITABILITY OR RELIABILITY OF THE DATA PROVIDED BY THE SOFTWARE FOR ANY PURPOSE. YOU ACCEPT THE DATA "AS IS", AND ASSUME ALL RISKS ASSOCIATED WITH ITS USE. LICENSOR ASSUMES NO RESPONSIBILITY FOR ACTUAL OR CONSEQUENTIAL DAMAGES INCURRED AS A RESULT OF YOUR RELIANCE ON THE DATA.

**c.** Licensor's sole liability for any breach of this warranty shall be, in Licensor's sole discretion (i) to advise you how to achieve substantially the same functionality through a procedure different from that set forth in any Documentation, if any, or (ii) to refund the license fee you paid for the Software, if any. If you inform Licensor of your problem with the Software during the applicable warranty period, Licensor will use reasonable commercial efforts to advise or refund pursuant to the foregoing warranty within thirty (30) days of being so notified.

**d.** THIS IS A LIMITED WARRANTY, AND THE WARRANTY SET FORTH IN THIS AGREEMENT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE ABOVE LIMITED WARRANTY PERIOD. MOREOVER, IN NO EVENT WILL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT. NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS LIMITED WARRANTY. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

**13. Limitation of Remedies.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL LICENSOR, OR ITS SUPPLIERS OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE PROGRAMS (WHETHER OR NOT DUE TO ANY DEFECTS THEREIN). IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES EVEN IF LICENSOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM LICENSOR'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. IN NO EVENT SHALL LICENSOR'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE SOFTWARE.

**14. Indemnification.** You agree to defend, indemnify and hold harmless Licensor, its suppliers, licensors and resellers from and against all liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from anybody that result from or relate to your access to or use of the Software or your breach of any representation, warranty or obligation under this Agreement.

**15. Severability; Survival.** In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired. Sections 4, 7, 8, 9, 11, 12, 13 and 14 shall survive the termination of this Agreement for any reason.

**16. Entire Agreement.** You further agree that this Agreement is the complete and exclusive statement of the agreement between you and Licensor which supersedes all proposals or prior agreements, oral or written, and all other communications between you and Licensor relating to the subject matter of this agreement. This Agreement may only be modified by a written agreement signed by both you and an authorized representative of Licensor.

**17. Acknowledgement.** By requesting access to or using any part of this Software, you indicate that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**18. Force Majeure.** Licensor shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event Licensor shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.

**19. Consent to Use Electronic Signatures.** You consent to conduct this transaction electronically and understand that by attaching or associating your electronic signature to or with this document and/or clicking the acceptance button, if applicable, you are electronically signing this document. You acknowledge that it is your intent to electronically sign this document and agree that your electronic signature shall have the same legal effect as placing your handwritten signature on the document and submitting it Licensor, to the maximum extent permitted by applicable law.

[Remainder of Page Intentionally Left Blank]