Pipeline Research Council (PRCI) Spreadsheet End-user License Agreement

Last Revised: 6/5/2025

This agreement describes the user's rights and the conditions upon which the user may use this spreadsheet distributed by PRCI. The user should review the entire agreement.

By using this spreadsheet product, the user agrees to all of these terms of this agreement. If the user does not accept and comply with these terms, the product or its features may not be used and the user may be entitled to a refund of the purchase price.

1. Overview.

a. Applicability. This agreement applies to the spreadsheet and the corresponding documentation (if any).

b. Additional terms. The user must obtain their own licenses for Excel or other spreadsheet applications that are compatible with Excel.

2. Installation and Use Rights.

a. License. The spreadsheet is licensed to individual users, not sold. Under this agreement, PRCI grants the user the right use the spreadsheet or copies thereof on only one hardware device at a time, for use by one person at a time, but only if the user complies with all the terms of this agreement. Read only versions or reports produced from the spreadsheet may be shared with others without restrictions.

b. Device. In this agreement, "device" means a single hardware system. That system may be either a physical or virtual device capable of running the product; this includes a hardware partition or server blade.

c. Restrictions. PRCI reserves all rights not expressly granted in this agreement. For example, this license does not grant the end-user the right to:

(i) publish, rent, lease, resell, or lend the product;

(ii) use or virtualize features of the spreadsheet separately;

(iii) use the spreadsheet on a shared server (e.g., hosting on a single hardware device for remote access by multiple users), make the spreadsheet available for simultaneous use by multiple users over a network, install the spreadsheet on a server and allow users to access it remotely, or install the spreadsheet on a device for use only by remote users;

(iv) transfer the spreadsheet to another party (except as permitted by this agreement);

(v) reverse engineer, work around technical restrictions or limitations, decompile, or disassemble the spreadsheet, or attempt to do so, except where exceptions are granted by local laws; and in that case, only to the extent that the law allows; or

(vi) install or host the spreadsheet is such a way that multiple users may use the product at the same time.

d. Backup copy. A backup copy of the spreadsheet may be stored on a separate device but may not be used directly from that backup.

3. Transfer of the spreadsheet. The user may not transfer this spreadsheet product to a third-party. The user may transfer the product from one device to another device provided the product and all derivative copies are removed from the original device. The product license is purchased by a company, the product may also be transferred in its entirety from one individual to another individual that works for the same company. This transfer cannot be done is such a manner that the transfers are tantamount to sharing the product (i.e., the transfers must not move back and forth frequently between the same set of users).

4. Networks, data and Internet usage. Some features of the spreadsheet and services accessed through the spreadsheet may require the user's device to access the Internet. Access and usage (including charges) may be subject to the terms of the user's cellular or internet provider agreement. Certain features of the product may help the user access the Internet more efficiently, but the product's usage calculations may be different from the user's service provider's measurements. The user is always responsible for (i) understanding and complying with the terms of the user's own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. The user may use the product to connect to networks, and to share access information about those networks, only if the user has permission to do so.

5. Consumer Rights; Regional Variations. This agreement describes certain legal rights. The user may have other rights, including consumer rights, under the laws of the user's state or country. The user may also have rights with respect to the party from which the product was acquired. This agreement does not change those other rights if the laws of the local laws do not permit it to do so.

6. Reservation of Rights and Feedback. Except as expressly provided under this agreement, PRCI does not grant the user a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by PRCI or any related entity, including but not limited to any name, trade dress, logo or equivalents. If the user provides to PRCI any idea, proposal, suggestion, or feedback, including without limitation ideas for new products, features, technologies, promotions, product names, product feedback, and product improvements ("Feedback"), the user gives to PRCI, without charge, royalties or other obligation, PRCI has the right to make, have made, create derivative works, use, share and commercialize the user's Feedback in any way and for any purpose. The user will not give Feedback that is subject to a license that requires PRCI to license its products, technologies, or documentation to any third-party because PRCI includes the user's Feedback in them.

7. US Government End-users. Documentation and Software are 'commercial items' as defined in Federal Acquisition Regulation 48 CFR 2.101 (FAR). Regardless of any provisions set out in FAR or other contractual clauses to the contrary of this agreement for which this agreement is incorporated, Government end-users will acquire the Software and Documentation with only the rights set forth in this agreement. Any provisions in this agreement that are not in compliance with federal procurement regulations are not enforceable against the U.S. Government.

8. Entire Agreement. This agreement (together with the printed paper license terms or other terms accompanying any product supplements, upgrades, updates, and services that are provided by PRCI) are the

entire agreement for the products and any such supplements, updates, and upgrades. The user agrees that the user will read the terms before using the products or services, including any linked terms. The user understands that by using the products and services, the user ratifies this agreement and the linked terms.

9. Governing Law, Jurisdiction and Venue. The terms of this agreement are governed by the laws of the Commonwealth of Virginia. All claims and disputes related to this agreement will be via binding arbitration in the Commonwealth of Virginia or another location as mutually agreed. This agreement will govern over any version that is translated into another language.

10. Integration. If any portion of this agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect. This agreement supersedes any previous versions of this agreement.