

ProWave™ End User License Agreement (EULA)

Version 1.0

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1. AGREEMENT

This End User License Agreement (“Agreement”) is a legal agreement between you (“User,” “you,” or “your”) and ProEdison LLC, a New York limited liability company (“ProEdison,” “we,” “us,” or “our”), governing your installation, access, and use of the ProWave™ software and related documentation (“Software”). By downloading, installing, copying, accessing, or using the Software, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to this Agreement, do not install or use the Software.

4. LICENSE GRANT

Subject to the terms of this Agreement, ProEdison grants you a limited, non-exclusive, non-transferable, revocable license to install and use the Software for lawful internal purposes. Permitted uses include, personal use, internal business use, government use, academic and educational use. This license is granted solely for use of the Software as an end user. No ownership rights are transferred.

5. RESTRICTIONS

You may NOT, without prior written authorization from ProEdison, redistribute the Software, resell the Software, sublicense the Software, host the Software as a service, white-label or rebrand the Software, commercially distribute installers or copies, include the Software in commercial training packages, use the Software for OEM distribution purposes. Commercial redistribution, OEM integration, resale, SaaS deployment, white-label deployment, bundling, or commercial hosting requires a separate written commercial license agreement from ProEdison LLC.

6. REVERSE ENGINEERING RESTRICTIONS

You may NOT Reverse engineer the Software, decompile, disassemble, modify, and/or create derivative works of the Software. You cannot circumvent technical protections or remove proprietary notices or trademarks of the Software.

7. OWNERSHIP AND INTELLECTUAL PROPERTY

The Software is licensed, not sold. ProEdison LLC retains all rights, title, and interest in and to:

- ProWave™
- ProEdison™

- All software code
- Algorithms
- Engineering workflows
- User interface designs
- Documentation
- Trademarks
- Visual elements
- Signal-processing methodologies
- Analytical methods

All rights not expressly granted are reserved by ProEdison LLC.

8. ENGINEERING USE DISCLAIMER

ProWave™ is an engineering analysis aid only.

The Software is NOT:

- Certified protection equipment
- Real-time protection control software
- A substitute for professional engineering judgment
- Guaranteed to produce accurate or complete analytical conclusions

Users are solely responsible for independently reviewing, validating, and verifying all engineering conclusions, calculations, analyses, waveform interpretations, relay investigations, and operational decisions derived from the Software. The Software must not be relied upon as the sole basis for operational, protection, safety-critical, compliance, or regulatory decisions.

9. WARRANTY DISCLAIMER

THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROEDISON LLC DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:

- **MERCHANTABILITY**
- **FITNESS FOR A PARTICULAR PURPOSE**
- NON-INFRINGEMENT
- DATA ACCURACY
- CONTINUOUS AVAILABILITY
- ERROR-FREE OPERATION
- RELIABILITY
- ENGINEERING ACCURACY

PROEDISON LLC DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR THAT RESULTS GENERATED BY THE SOFTWARE WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR APPLICATION.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROEDISON LLC SHALL NOT BE LIABLE FOR:

- **INDIRECT DAMAGES**
- **INCIDENTAL DAMAGES**
- **SPECIAL DAMAGES**
- **CONSEQUENTIAL DAMAGES**
- **LOSS OF PROFITS**
- BUSINESS INTERRUPTION
- LOSS OF DATA
- ENGINEERING ERRORS
- MISOPERATIONS
- RELAY SETTINGS ERRORS
- POWER SYSTEM EVENTS
- OUTAGES
- REGULATORY LOSSES
- CLAIMS ARISING FROM ENGINEERING DECISIONS

IN NO EVENT SHALL THE TOTAL LIABILITY OF PROEDISON LLC EXCEED THE AMOUNT PAID FOR THE SOFTWARE LICENSE. FOR FREE LICENSED USERS, THIS LIABILITY CAP SHALL BE ZERO DOLLARS (\$0 USD).

11. PRIVACY AND TELEMETRY

ProWave™ operates locally on the user's computer. The Software does not intentionally transmit COMTRADE recordings, waveform data, engineering files, or operational event data to ProEdison LLC.

12. SUPPORT AND UPDATES

Paid support services may be offered separately by ProEdison LLC. Nothing in this Agreement obligates ProEdison LLC to:

- Provide technical support
- Provide maintenance
- Provide bug fixes
- Continue development
- Release updates or upgrades

Updates, patches, and future releases may be provided at ProEdison's sole discretion.

13. TERMINATION

This Agreement automatically terminates if you violate any term of this Agreement. Upon termination, you must immediately:

- Cease using the Software
- Remove all installations
- Destroy all copies in your possession or control

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of New York, without regard to conflict-of-law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in 2nd Department, New York. You consent to the exclusive jurisdiction of such courts.

15. ELIGIBILITY AND AUTHORITY

By using the Software, you represent and warrant that You are legally capable of entering into this Agreement, and You are authorized to accept this Agreement on behalf of your employer or organization, if applicable.

16. TRADEMARKS

ProWave™ and ProEdison™ are trademarks of ProEdison LLC. You may not use ProEdison trademarks, logos, branding, or trade dress without prior written permission.

17. SEVERABILITY

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

18. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive agreement between you and ProEdison LLC regarding the Software and supersedes all prior agreements or understandings.

For the Software and Website

WEBSITE CHECKBOX ACCEPTANCE TEXT

I acknowledge that I have read and agree to the ProWave™ End User License Agreement and understand that redistribution, resale, SaaS hosting, OEM integration, white-labeling, or commercial redistribution requires a separate commercial license from ProEdison LLC.

INSTALLER CLICK-THROUGH TEXT

Please read the following End User License Agreement carefully before installing ProWave™. By clicking “I Agree,” you acknowledge that you have read and accepted the terms of the agreement.

Buttons:

- I Agree
- Cancel