



ESPE

UNIVERSIDAD DE LAS FUERZAS ARMADAS
INNOVACION PARA LA EXCELENCIA

Sangolquí City, Ecuador, a February 5, 2018

Operation Technology, Inc.
17 Goodyear, Suite 100
Irvine, CA 92618

Subject: ETAP Power Lab

Dear Etap

I, **Ing. Manolo Paredes Calderón, MSc.** Dean of Electrical and Electronic Department at Universidad de las Fuerzas Armadas ESPE, hereby certify that the ETAP software provided under the EPL License will be used by our professors, teachers and students for educational purposes only.

I further understand and agree to the terms and conditions of the ETAP License Grant and Agreement and the ETAP Power Lab Program document (Revision 11, August 2015).

The software will be used as part of the curriculum in our Power Engineering courses. **Universidad de las Fuerzas Armadas ESPE** agrees and understands that the software will not be used for commercial purposes.

If you have any questions, please contact me at PHONE.

Sincerely



Ing Manolo Paredes Calderón, MSc.
Dean
Electrical and Electronic Department
Universidad de las Fuerzas Armadas ESPE
Mobil. +593983535035
www.espe.edu.ec

ETAP
License Grant and Agreement



ETAP Power Lab

ETAP Serial Number: _____

| | |
|---|--|
| LICENSOR: | |
| Operation Technology, Inc. 17 Goodyear, Suite 100 Irvine, CA 92618 | Phone: (949) 462-0100 Fax: (949) 462-0200 |
| Approved by: _____ | Signature: _____ |
| Title: _____ | Date: _____ |

LICENSEE:

University: **Universidad de las Fuerzas Armadas ESPE**

Address: **Av. Gral. Rumiñahui s/n y Ambato, Ecuador**

Instructor: **Ing. Paúl Ayala T., PhD.**

Email: **jpalyala@espe.edu.ec**

Phone: **+593 995693338** Fax: _____

Approved by: **Ing. Manolo Paredes, MSc.** Signature: _____

Title: **Dean** Date: **February 5, 2018**

Location where ETAP is to be installed:

Address: **Laboratorios generales de computación, Matriz**
Universidad de las fuerzas Armadas ESPE.

Operation Technology, Inc. (OTI), herein referred to as Licensor, does hereby grant a nontransferable and nonexclusive right to Licensee to use portions of the microcomputer software program entitled "Electrical Transient Analyzer Program" (ETAP), herein referred to as the Software, indicated by the referenced ETAP Serial Number, under the Terms Of Agreement stated in this License Grant and Agreement. The ETAP Power Lab Licensed software, hereby referred to as EPL, is defined in this ETAP License Grant and Agreement.

JP

ETAP License Grant and Agreement - EPL

Terms of Agreement

1. EPL license is for educational purpose only. EPL Licensed Software can be used for educational purposes only, without exception. The results of analysis performed with EPL licensed Software shall not be delivered in any form (machine readable, printed, orally etc.) to any person, organization, etc. other than the course instructor or students enrolled in the course where Software is used.
2. Operation Technology, Inc. (LICENSOR) has the proprietary rights of the Software, including but not limited to, Computer User Guide and other supporting materials.
3. Title and full ownership of the Software and its supporting materials shall at all times remain with LICENSOR. LICENSEE has no title vested in him. LICENSEE acknowledges that LICENSOR retains all rights, title, and interest in the Software, including without limitation all copyrights, source code, and other proprietary rights. LICENSEE hereby agrees not to resell, trade or otherwise make the Software or other supporting materials available to any other person, persons or company.
4. Methods of computation, computer coding and other processes and information of the Software are considered to be trade secrets of the LICENSOR, and are highly confidential.
5. Any material or documentation of the Software shall be copied for Licensee's use only. Any reproduction shall include the copyright notice. LICENSEE shall not provide, or release, any information or portion of the Software to any third party unless a written consent is granted by LICENSOR.
6. The Software is provided with a Printer Port Socket (part number OTI141, 1410E, or USB) and a Printer Port Security Key (part number OTI1425), hereafter referred to as Security Key. The Security Key is thoroughly tested before shipment, but if the Security Key should prove to be defective or is damaged, the Security Key can be replaced by returning the defective Security Key to the LICENSOR for replacement. However, the Security Key cannot be replaced if it is lost or stolen. OTI requires that one instructor is to be responsible for the Software security device.
7. The Software provided under the EPL License is defined as follows:

ETAP Academic Edition, 25 Bus, Number of Network LAN Users = 20

Short-Circuit ANSI & IEC
Load Flow
Motor Acceleration
Harmonics
Star Device Coordination & Seq-of-Op (limited to 5 Views)
Transient Stability
Arc Flash
Unbalanced Load Flow
Wind Turbine Generator

ETAP License Grant and Agreement - EPL

Terms of Agreement

A Concurrent-User (Network-LAN) Configuration is defined as: Multiple copies of the Software for use with a single Security Key on a single local area network (LAN) which is wholly-owned and operated by LICENSEE and is located at one specified location of LICENSEE.

8. In consideration of the above Software, LICENSEE agrees to:
 - Have a computer lab facility with no less than 20 PCs with the Software installed.
 - Utilize and incorporate the Software as an analytical tool into the curriculum of power systems courses.
 - Will display a plaque stating that The ETAP Power Lab was donated by ETAP Operation Technology, Inc.
 - Make the Software for all students within appropriate classes.
 - Update your course description to include the use of ETAP in the curriculum for electrical engineering classes and labs.
 - Add the ETAP Logo and a link to ETAP.com on your Electrical Engineering Department website.
 - Is willing to work and share with other Member Institutes and LICENSEE in development of student projects that utilize real-world practical problems.
 - Upon prior arrangement and availability, is willing to allow the ETAP Power Lab and lecture halls to be used by OTI, or a local ETAP Representative, for short seminars or hands-on workshops.
9. Written consent of both LICENSOR and LICENSEE is required for any change in the License Grant and Agreement.
10. THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE, AND CORRECTNESS OF RESULTS OF THE SOFTWARE LIES WITH LICENSEE. LICENSEE AGREES THAT LICENSOR AND ITS OFFICERS, EMPLOYEES, OR REPRESENTATIVES SHALL HAVE NO DIRECT, INDIRECT, OR SPECIAL OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE USE AND OPERATION OF THE SOFTWARE. FURTHERMORE, LICENSOR AND ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, OR OTHER AGENTS OF LICENSOR SHALL BE HELD HARMLESS FROM ANY CLAIMS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LEGAL PROCEEDINGS ARISING OUT OF USAGE AND/OR PERFORMANCE OF THE SOFTWARE OR OTHER SUPPORTING MATERIALS.
11. The entire responsibility as to the application of the Software is with the LICENSEE.
12. LICENSOR agrees to respond to any discovered errors by correcting action of the computer coding and/or logic of the Software, required operational changes and/or the Computer User Guide. Such discoveries shall be delivered to LICENSOR along with complete data and sample runs indicating the error. LICENSOR shall not be responsible or liable for any costs, losses, delays, associated damages, or any other charges, which may be the result of such problems. LICENSOR's entire liability in all situations involving performance or nonperformance of the Software furnished under this agreement is limited to the correction by LICENSOR of program defects.
13. LICENSOR agrees to deliver at no additional charge to LICENSEE any updates or new versions of the Software during a period of three years from the original date of delivery of the Software.

FRA



ETAP License Grant and Agreement - EPL

Terms of Agreement

14. LICENSOR warrants that the use of any product, or part thereof, furnished under this Agreement shall not infringe on any United States patent, copyright, trade secret or other proprietary right covering such product or part.
15. This Agreement will be governed by and interpreted in accordance with the laws of the State of California. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Orange County, California.
16. This agreement may not be altered, modified, amended, changed, rescinded or discharged in whole or in part, except by written agreement executed by both LICENSEE and LICENSOR. Any purchase order or similar document of LICENSEE is a document issued for Licensee's own internal purposes and has no legal effect as between the parties to this agreement. No purchase order or similar document of LICENSEE will amend or supplement the terms of this Agreement, even if accepted or signed by LICENSOR.
17. If any part of this Agreement is found to be invalid by a court of competent jurisdiction, it shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.
18. Licensee acknowledges and agrees that the Software and documentation related thereto are subject to export controls imposed by the United States Export Administration Act of 1979, as amended (the "Act"), and the regulations promulgated thereunder. Licensee certifies and agrees that neither the Software nor any other technical data nor the direct product thereof is intended to be used for any purposes prohibited by the Act, including but not limited to nuclear proliferation, chemical/biological weapons or missiles.
19. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all agreements, representations, and statements with respect to such subject matter are superseded hereby. Any verbal, written, direct, or indirect agreement between LICENSEE and an authorized ETAP Representative or any other third party shall have no effect on this agreement. The terms of any such agreement shall not be binding upon LICENSOR without LICENSOR'S prior written consent.

U.S. GOVERNMENT RESTRICTED RIGHTS

The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Operation Technology, Inc

ETAP License Grant and Agreement

Addendum A

Educational Purpose Only

ETAP Serial Number: _____

- 1) EPO is defined as Software licenses for Educational Purpose Only. EPO Licensed Software can be used for educational purposes only, without exception. The results of analysis performed with EPO licensed Software shall not be delivered in any form (machine readable, printed, orally etc.) to any person, organization, etc. other than the course instructor or students enrolled in the course where ETAP is used.
- 2) LICENSOR agrees to deliver at no additional charge to LICENSEE any updates or new versions of the Software during a period of three years from the original date of delivery of the Software.
- 3) Software is protected from unauthorized use by either a USB or a parallel hardware security device. The utmost diligence must be exercised in safeguarding the security device. When not in use, the security device should be kept under lock and key. The loss of a security device is cause for immediate termination of the license agreement.
- 4) OTI requires that one instructor is to be responsible for the Software security device. The designated instructor is :

Name: Ing. Jaime Paúl Ayala T., Ph.D.

Course Professor:

Chairman, Electrical Engineering Dept.

Ing. Jaime Paúl Ayala T., Ph.D.

Ing. Manolo Paredes, MSc.

Print Name

Print Name

Signature

Signature

February 5, 2018

February 5, 2018

Date

Date

Dean, School Of Engineering

Ing. Manolo Paredes, MSc.

Print Name

Signature

February 5, 2018

Date

