

**DEWALT DESIGN ASSIST™**  
**LICENSE AGREEMENT**

THIS AGREEMENT, effective upon installation of the DEWALT Design Assist™ software program ("the DDA Software"), is entered into by and between Stanley Black & Decker, Inc., with an office and place of business at 1000 Stanley Drive, New Britain, Connecticut 06053, USA, itself and on behalf of its affiliates (hereinafter, individually and collectively "Licensor"), and a design professional/engineer in the country in which he/she resides (hereinafter "Licensee");

WHEREAS, Licensor is the owner of the DEWALT Design Assist™ trademark and all other intellectual property rights associated therewith, as well as the DDA Software, for use in connection with the selection of anchoring solutions in the construction industry;

WHEREAS, Licensee is a design professional/engineer who desires to use the DDA Software for the selection of anchoring solutions; and

WHEREAS, Licensee desires, and Licensor agrees to grant Licensee, a limited license to use the DDA Software.

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**8. ASSIGNMENT:** This Agreement is not assignable by Licensee without the prior written consent of the Licensor. This Agreement will inure to the benefit of the Licensor, its successors and assigns.

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**10. DISPUTES:** Any dispute between you and Licensor shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that Licensor may commence action against you in a court of law for infringement of its intellectual property rights. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Any claim required to be submitted to arbitration shall be made by filing a demand for arbitration within one (1) year following the occurrence first giving rise to the claim. The right and duty of the parties to resolve disputes by arbitration shall be administered exclusively by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held and the award shall be deemed to be made in the City of Hartford, Connecticut, United States of America. Each party shall bear all of its own costs of arbitration, except that the fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify these Terms or to award punitive or exemplary damages, and the award may be enforced by judgment in a United States Court of Law.

**11. WAIVER:** The waiver by either party of a breach of, or by provision of this Agreement, shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which shall continue to remain in effect.

**12. SEVERABILITY:** The finding by any court that a provision of this Agreement is invalid shall not operate or be construed to invalidate the balance of the provisions contained in this Agreement, which provisions shall

continue to remain in full force and effect. If any provision embodied in this Agreement appears to be legally invalid or null, Licensor will replace such provision, considering the nature and contents of this Agreement, the way consensus is reached, the mutually known interests of both parties as well as the other relevant circumstances, by a provision which is not unreasonably onerous to any party and approximates the meaning of the legally invalid provision as closely as possible. The foregoing severability provision does not apply to residents of New Jersey, who are instead subject to the provisions contained in the LEGAL NOTICE FOR NEW JERSEY RESIDENTS section, below.

**13. ENTIRE AGREEMENT:** This Agreement contains the entire Agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

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## APPENDIX A

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