



ENSOFT, INC.

3003 West Howard Lane

Austin, Texas 78728

support@ensoftinc.com

Tel. 512-244-6464

Fax 512-244-6067

PROGRAM LICENSE AGREEMENT & DISCLAIMER

IMPORTANT NOTICE: This License Agreement & Disclaimer ("LICENSE") is a legal agreement between you (either an individual or a single entity) and Ensoft Incorporated (ENSOFT) for the ENSOFT product ("PRODUCT") identified on the current installation screen. The PRODUCT includes computer software and associated media, printed materials, hardware key (dongle), and electronic documentation. The PRODUCT also includes any updates and supplements to the original PRODUCT that may have been produced by ENSOFT. By installing, copying, downloading, accessing or otherwise using the PRODUCT, you agree to be bound by the terms of this LICENSE. If you do not agree to the terms of this LICENSE, do not install or use the PRODUCT.

SOFTWARE LICENSE & DISCLAIMER

The PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The PRODUCT is licensed, not sold.

1. GRANT OF LICENSE

This LICENSE grants you the following rights:

1.1 INSTALLATION AND USE

1.1.1 Single-User Licenses

This software is licensed only to the user (company or individual) whose name is registered with ENSOFT and for one specific physical site ("SITE") registered with ENSOFT. You may install and use the PRODUCT on any number of computers at the licensed SITE. However, the PRODUCT is fully operational only in the licensed site computer that carries the appropriate PRODUCT's hardware key ("KEY") that is used as software protection device.

1.1.2 Network Licenses

This software is licensed only to the user (company or individual) whose name is registered with ENSOFT and for the specific physical site(s) ("SITE(S)") and IP range registered with ENSOFT. Each network license is provided for up to 2 Class C (or equivalent) IP ranges so the minimum 2-user network license can be associated to a maximum of 4 Class C (or equivalent) IP ranges.

You may install and use the PRODUCT on any computer in the licensed SITE(S) that is within the allowable IP range registered with ENSOFT. Any one computer in the network can be designated as software server for the PRODUCT by carrying the appropriate PRODUCT's hardware key ("KEY") that is used as software protection device.

This Network License strictly prohibits the PRODUCT to be used in or from computers located in office locations that are different than the licensed SITE(S) or outside the registered IP range. Users in physical office locations other than the registered SITE(S) with ENSOFT are required to purchase additional licenses of the PRODUCT, even if the user name (company or individual) is the same and/or if the additional offices are located in the same city.

2. OTHER RIGHTS AND LIMITATIONS

2.1 EDUCATIONAL VERSION

If the PRODUCT was sold with educational discounts, the use of the PRODUCT is strictly limited to academic or research activities of educators and/or students. Any other usage voids all the rights under this LICENSE. If in doubt, please contact ENSOFT to determine if you have a PRODUCT version that was sold for educational purposes.

2.2 LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY



ENSOFT, INC.

3003 West Howard Lane
Austin, Texas 78728
support@ensoftinc.com

Tel. 512-244-6464

Fax 512-244-6067

You may not reverse engineer, decompile, or disassemble the PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

2.3 RENTAL

You may not rent, lease or lend the PRODUCT.

2.4 TRADEMARKS

This LICENSE does not grant you any rights in connection with any trademarks or service marks of ENSOFT.

2.5 SUPPORT SERVICES

ENSOFT may provide you with support services ("SUPPORT") related to the PRODUCT. Use of SUPPORT is limited to the ENSOFT policies and programs described in the PRODUCT's User Manual, in documentation on the ENSOFT web site, and/or other materials provided by ENSOFT.

Any supplemental software code that may be provided to you as part of the SUPPORT or that is downloaded from the ENSOFT web site shall be considered part of the PRODUCT and subject to the terms and conditions of this LICENSE. With respect to technical information you provide to ENSOFT as part of the SUPPORT, ENSOFT may use such information for its business purposes, including for product support, development or advertisements. However, ENSOFT will not utilize such technical information in a form that personally identifies the user.

2.6 SOFTWARE TRANSFER

The initial user of the PRODUCT may make a one-time permanent transfer of this LICENSE and PRODUCT and only directly to an end user. This transfer must include all of the PRODUCT (including all component parts, the media and printed materials, any upgrades, this LICENSE, and the PRODUCT's appropriate hardware lock). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this LICENSE, including the obligation not to further transfer this LICENSE and PRODUCT.

2.7 TERMINATION

Without prejudice to any other rights, ENSOFT may terminate this LICENSE if you fail to comply with the terms and conditions of this LICENSE. In such event, you must destroy all copies of the PRODUCT and all of its component parts.

3. COPYRIGHT

All title and intellectual property rights in and to the PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, and text that may be incorporated into the PRODUCT), the accompanying printed materials, and any copies of the PRODUCT are owned by ENSOFT. All title and intellectual property rights in and to the content which may be accessed through use of the PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This LICENSE grants you no rights to use such content. All rights not expressly granted are reserved by ENSOFT. This PRODUCT is protected by the United States Copyright Law and International Copyright Treaty.

4. SOFTWARE DISCLAIMER

Although the PRODUCT has been used with apparent success in many analyses, new information is developed continuously and new or updated PRODUCT releases may be written from time to time. All users are requested to inform ENSOFT immediately if any errors are found in the PRODUCT. As modifications, updates, or new versions are produced, the latest codes are posted on ENSOFT's web site and made available to all visitors for free downloading.



ENSOFT, INC.

3003 West Howard Lane
Austin, Texas 78728
support@ensoftinc.com

Tel. 512-244-6464
Fax 512-244-6067

No warranty, expressed or implied, is offered as to the accuracy of results from ENSOFT's PRODUCT. The PRODUCT should not be used for design unless caution is exercised in interpreting the results and independent calculations are available to verify the general correctness of the results. Users are assumed to be knowledgeable of the information in the printed documentation that is distributed with the digital media. Users are assumed to recognize that the input parameters, eg., soil properties, increment length, tolerance on solution convergence, and many others, can have a significant effect on the solution and must be chosen carefully. Users should have a thorough understanding of the relevant theoretical criteria (appropriate references are suggested in the software documentation).

5. MISCELLANEOUS

If you acquired this product in the United States of America, this LICENSE is governed by the laws of the State of Texas.

If this product was acquired outside the United States, then local law may apply.

Should you have any questions concerning this LICENSE, or if you desire to contact ENSOFT for any reason, please use the following:

Ensoft Incorporated
3003 West Howard Lane
Austin, Texas 78728
United States of America

NO OTHER WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENSOFT DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ENSOFT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE FAILURE TO PROVIDE SUPPORT, EVEN IF ENSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ENSOFT'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT OR U.S.\$1.00.