

## **END-USER LICENSE AGREEMENT FOR SlabWorks™ SOFTWARE (Version 1.04Beta 3 Jun 2007)**

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement (“EULA”) is a legal agreement between you (“Licensee”) and ERIC GREEN for the use of SlabWorks™ software, which includes computer software and may include associated media, printed materials, and “online” or electronic documentation. The SlabWorks™ software also includes any updates and supplements to the original SlabWorks™ software provided to you by ERIC GREEN. By installing, copying, downloading, accessing or otherwise using the SlabWorks™ software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the SlabWorks™ software.

By using this program, you acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. The term "person" as used in this section includes not only a natural person but any entity, (including natural persons), who holds a copyright in, or published, developed, designed, modified, distributed, redistributed, or in any way contributed to this software or program.

### **Beta Software Warning**

This version of the SlabWorks™ software is an unfinished test version and not a commercial product. It precedes the official General Availability (GA) version released to the general public. You acknowledge that the SlabWorks™ software is expected to have faults and errors, does not have guaranteed accuracy and reliability, can be inherently unstable, is not yet fully tested or supported and that its use is expected to result, from time to time, in "crashes" and loss of business information. We recommend against use of this beta software in a commercial or production environment. Tester is advised not to rely exclusively on the Software for any reason. Implementation of beta software should be limited to experienced users only in a staging or test environment.

SlabWorks™ software is made available to participants in the Beta Test Program to allow them to exercise the product release and help to locate issues that can be addressed before the official release. Beta Testers receive pre-release software and any related documentation and are in a position to influence changes with their comments and suggestions. ERIC GREEN grants you, an individual user, the right to use this beta test version of the software solely for the purpose of testing and evaluating the software and providing feedback on its design, features and faults to ERIC GREEN.

## **Disclaimer of Warranty**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SLABWORKS™ SOFTWARE IS PROVIDED "AS IS," WITH NO WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ERIC GREEN EXPRESSLY DISCLAIMS (A) ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS; (B) ANY WARRANTIES REGARDING THE ACCURACY, APPROPRIATENESS OF THE USE, STABILITY, SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SLABWORKS™ SOFTWARE; AND (C) ANY WARRANTY THAT THIS SOFTWARE OR PROGRAM IS FREE FROM DEFECTS.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

## **Assumption of Risk**

The risk of any and all loss, damage, or unsatisfactory performance of the SlabWorks™ software rests with the licensee. ERIC GREEN has no obligation to correct errors, make changes, support this software or program, distribute updates, or provide notification of any error or defect, known or unknown. If you rely upon the SlabWorks™ software, you do so at your own risk, and you assume the responsibility for the results. Should the SlabWorks™ software prove defective, you assume the cost of all losses, including, but not limited to, any necessary servicing, repair or correction of any property involved.

## **Limit of Liability**

IN NO EVENT, UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, SHALL ERIC GREEN BE LIABLE FOR ANY LOSS, EXPENSE OR DAMAGE, OF ANY TYPE OR NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE SLABWORKS™ SOFTWARE, INCLUDING, BUT NOT LIMITED TO, CLAIMS, SUITS OR CAUSES OF ACTION INVOLVING ALLEGED INFRINGEMENT OF COPYRIGHTS, PATENTS, TRADEMARKS, TRADE SECRETS, OR UNFAIR COMPETITION.

ACCORDINGLY, LICENSEE AGREES THAT ERIC GREEN SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF THE SLABWORKS™

SOFTWARE OR DOCUMENTATION. ANY PROVISION HEREIN TO THE CONTRARY NOTWITHSTANDING, THE MAXIMUM LIABILITY OF ERIC GREEN TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE OR OTHER EMPLOYMENT OF THE SLABWORKS™ SOFTWARE DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL PRICE PAID TO ERIC GREEN BY LICENSEE FOR THE SLABWORKS™ SOFTWARE WHOSE LICENSE, USE, OR OTHER EMPLOYMENT GIVES RISE TO THE LIABILITY.

THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF ERIC GREEN ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS ARTICLE ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE LICENSE OF THE SLABWORKS™ SOFTWARE AND ANY SERVICES RENDERED HEREUNDER AND THAT, WERE ERIC GREEN TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

### **Indemnification**

TO THE EXTENT PERMITTED BY LAW THROUGH THIS LICENSE, YOU, THE LICENSEE, AGREE TO INDEMNIFY AND HOLD HARMLESS ERIC GREEN FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, CAUSES OF ACTION, DAMAGES, JUDGMENTS, AND EXPENSES, INCLUDING THE REASONABLE COST OF ATTORNEYS' FEES AND COURT COSTS, FOR INJURIES OR DAMAGES TO THE PERSON OR PROPERTY OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATIONS, CONSEQUENTIAL DAMAGES AND ECONOMIC LOSSES, THAT ARISE OUT OF OR IN CONNECTION WITH YOUR USE, MODIFICATION, OR DISTRIBUTION OF THE SLABWORKS™ SOFTWARE OR ITS OUTPUT.

### **Qualified Users**

SlabWorks™ is licensed for design usage only to civil, structural and geotechnical engineers legally licensed as professional engineers by the local engineering licensing authority having jurisdiction in the geographical area in which the User practices. By applying for a SlabWorks™ key, the User certifies that they hold appropriate engineering licensure as required by the appropriate engineering licensure authority. In the United States, this means the User must be licensed by the board of licensure for professional engineers in the State in which the User practices. Usage of SlabWorks™ by any non-

licensed individual is a violation of this EULA. The SlabWorks license is immediately revoked if the licensee allows their professional engineering licensure to lapse in the jurisdiction under which the license was granted.

Software licensed to foreign engineers not registered as a professional engineer in the United States of America is licensed only for use in projects located outside of the United States of America. For projects in the United States of America, a new license must be issued. SlabWorks™ software keys for foreign use (outside of the United States of America) are identified in the licensing information as “Country of Registration” in the Professional Engineer Registration “State” field and “Foreign” in the Profession Engineer “License Number” field.

Academic and review licenses may be issued as deemed appropriate by Eric Green. Copies of SlabWorks™ licenses for academic and review purposes may not be used for the design of real foundations (defined foundations which are intended to be actually constructed or are actually constructed). Academic and review licenses are indicated by the word “Academic” or “Review” in the “State” and/or “License Number” field when entering the registration key.

### **Limitations of Design Methods**

Eric Green did not develop and offers no warranty regarding the adequacy of the PTI, WRI and BRAB design methods implemented in the SlabWorks™ software. Questions regarding the development, use and appropriateness of these design techniques should be addressed to the developing organizations.

No structural design method or structural design software can account for all possible design issues. Engineering judgment is required in all designs. Proper use of this structural analysis and design software requires a through understanding of structural analysis and design theory, as well as an in-depth understanding of actual design and construction practice. Therefore, the user must agree to assume full responsibility for any decision made, in whole or in part, upon information obtained by using this software. The user of the program should verify all results using independent techniques.

### **Software Product License**

The SlabWorks™ Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. SlabWorks™ software is licensed, not sold. **NOTE: THE TERMS OF A PRINTED EULA WHICH MAY ACCOMPANY THE SLABWORKS™ SOFTWARE SUPERSEDE THE TERMS OF ANY ON-SCREEN EULA FOUND WITH THE SLABWORKS™ SOFTWARE.**

1. **GRANT OF LICENSE.** This EULA grants you the following rights:
  - 1.1. **Applications Software.** You may install, use, access, display, run, or otherwise interact with (“RUN”) one copy of the SlabWorks™ software, or any prior version for the same operating system, on a

single computer, workstation or other digital electronic device (“COMPUTER”). The primary user of the COMPUTER on which the SlabWorks™ software runs may make a second copy for his or her exclusive use on a portable computer.

You may not share your software key with other users or allow others to make copies of the software.

## **2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

2.1. **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SlabWorks™ software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

2.2. **Trademarks.** This EULA does not grant you any rights in connection with any trademarks or service marks of Eric Green.

2.3. **Software Transfer.** You may not transfer the SlabWorks™ software or your software key to any other user.

2.4. **Termination.** If you wish to terminate this agreement, you may simply cease using the SlabWorks™ software and follow the uninstall instructions. Eric Green reserves the right to terminate this agreement and your authorization to use the SlabWorks™ software at any time without cause. In such event, you must destroy all copies of the SlabWorks™ software and all of its component parts.

3. **COPYRIGHT.** All title and copyrights in and to the SlabWorks™ software, the accompanying printed materials, and any copies of the SlabWorks™ software are owned by ERIC GREEN. You may print one copy of the electronic documentation provided with the SlabWorks™ software. This printed information may not be transferred to other persons.

4. This EULA is governed by the laws of the State of Texas.

### **Feedback and Suggestions**

If you have comments on the SlabWorks Software or ideas on how to improve it, please contact us at [slabworks@slabongrade.net](mailto:slabworks@slabongrade.net). Please note that by doing so, you also grant to Eric Green permission to use and incorporate your ideas or comments into the SlabWorks™ Software without further compensation.