

END-USER SOFTWARE LICENSE AGREEMENT

IMPORTANT! The software you seek to install or previously have installed from Computers and Structures, Inc. (the “Software”) is licensed only on the condition that you agree to the terms and conditions set forth below. PLEASE READ THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT CAREFULLY.

IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PLEASE SELECT THE BOX ON THIS PAGE LABELED “I ACCEPT,” AT WHICH TIME THE SOFTWARE WILL BE INSTALLED ON YOUR COMPUTER.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE SELECT THE BOX ON THIS PAGE LABELED “I DO NOT ACCEPT,” WHICH WILL TERMINATE THE SOFTWARE INSTALLATION.

IF THE SOFTWARE IS ALREADY INSTALLED AND LICENSED, YOU HAVE ALREADY AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR SOMEONE HAS DONE SO ON YOUR BEHALF.

The Software that you are about to access is a structural design and analysis tool developed by Computers & Structures, Inc., a California corporation (“Vendor”). This End-User Software License Agreement (this “Agreement”) sets forth the terms under which you, as an individual or entity authorized by Vendor (or, for entities, any employee or agent you authorize to use the Software) (“you”), may use the Software.

Access to and use of the Software is by permission of Vendor only, and only for applicants who accept this Agreement. Vendor may grant or withhold approval in its sole discretion.

Based on the foregoing and for other good and valuable consideration, you and Vendor agree as follows:

1. NATURE OF AGREEMENT. This Agreement is a legal contract made between you and Vendor. This Agreement contains the terms and conditions with which you must comply in order to access and use the Software.

2. LICENSE GRANT.

Standalone License. Vendor hereby grants to you one nonexclusive, nonassignable, nontransferable, nonsublicensable license, for your internal use only on one single computer concurrently (unless a network license was purchased, see below), for the term of this Agreement, to access and use the Software and any user’s guides, specifications, and other related documentation available, whether hard copy or online (the “Documentation”), subject to the terms and conditions of this Agreement.

Network License. If a Network license was purchased, you are granted a nonexclusive, nonassignable, nonsublicensable license, for your internal use only, for installation or

storing the Software on multiple computers connected by a local internal network to a license server. The Software may then be run on these computers provided enough concurrent user licenses are acquired and dedicated for each separate computer that will run the Software concurrently.

Beta and Evaluation Version License. Some of the Software may be licensed on a beta or evaluation basis, which is not intended for commercial or professional use. Your rights to use beta or evaluation software are limited to the time period specified by Vendor. BETA AND EVALUATION SOFTWARE IS LICENSED “AS-IS”.

Academic License. Academic Licenses may be used strictly for non-commercial teaching, lesson planning, and research purposes only. Academic licenses are identified as such on the Sales Order confirmation.

Virtualization Software. If you use virtualization software, including client hyper-v, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this Agreement. Unless a network license is purchased (see above) this License allows you to use only one copy of the Software on one computer concurrently, whether that computer is physical or virtual.

Geographic Restriction. The Software may only be used in the country identified when the software license was purchased as the country where the software will be used.

License Key. During the term of this Agreement, Vendor periodically may issue a license key (file, activation key, internet-based account, or other similar method) to enable the Software to execute on the computer or server designated by you.

Condition of Payment. The license granted herein is conditioned upon payment in full for the Software in advance of your use of the Software.

3. OWNERSHIP OF SOFTWARE. Vendor retains all rights to the Software and the Documentation not specifically granted in this Agreement. Vendor owns the Software and the Documentation and all copyright and other intellectual property rights therein, and this Agreement does not transfer to you any title to or any proprietary or intellectual property rights in or to the Software, any updates or derivative works thereto, or the Documentation, or any copyrights, patent rights, or trademarks embodied or used in connection therewith, except for the rights expressly granted in this Agreement. The Software and the Documentation are protected by United States laws and international treaty provisions.

YOU MAY NOT USE, COPY, OR MODIFY THE SOFTWARE, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

4. RESTRICTIONS. To the maximum extent permitted by law, you shall not (a) modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software; (b) rent, lease, loan, sell, sublicense, distribute, transmit, network, or

otherwise transfer the Software access to any third party; (c) make any copy of or otherwise reproduce or display the Software (or any of the browser screens comprising the Software user interface) except for those copies necessarily made by the personal computer and Internet browser that are running the Software; (d) use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the Software indirectly through the licensed computer; (e) disclose your license key provided by Vendor; or (f) disclose your User ID or Password to any third party. You agree to take all reasonable steps to safeguard your User ID and Password for the Software so as to ensure that no unauthorized person will have access to it, and that no persons authorized to have access will make any unauthorized use. You shall promptly report to Vendor any unauthorized use of the Software of which you become aware and shall take such further steps as may reasonably be requested by Vendor to prevent unauthorized use thereof.

5. YOUR OBLIGATIONS. You shall be solely responsible for the following: (a) providing all hardware, software, and communications capabilities required for use of the Software, as specified by Vendor; (b) generating, providing, and loading your data into the Software, including, without limitation, historical data to permit you to use the Software; and (c) providing and maintaining, at all times during the term of this Agreement, the Internet access necessary for your use of the Software.

6. TERM AND TERMINATION. The license granted in this Agreement is effective in perpetuity, as long as you own the Software License and adhere to the terms and conditions of this Agreement. In cases of fixed-term or leased licenses, the term of this Agreement coincides with the term of the license, which is specified on the order confirmation. The term of this Agreement and the license grant herein shall commence on the date you agree to this Agreement and install the Software. In the event you install a Software upgrade, this license agreement terminates. This license shall also terminate automatically on your failure to comply with any of the other terms of this Agreement. On termination of this Agreement, you agree to promptly discontinue use of the Software, deactivate the license key per instructions provided by Vendor, destroy all printed copies and delete all electronic copies of any documentation that you have downloaded, printed, or created relating to the Software, and to ensure that no copies of any of the Software screens, data, or other content remain archived or otherwise stored on your computers. Notwithstanding termination, the provisions of Sections 3, 6, 7, 8, 9, and 10 of this Agreement shall survive and continue to apply.

7. CONFIDENTIALITY. You agree that you shall not disclose to any third party the Software or any portion thereof, any technical, product, or business information, or any information that Vendor identifies as confidential (collectively, "Confidential Information") related to the Software without the prior written consent of Vendor. You shall maintain the confidentiality of all Confidential Information and shall not use it for any purpose other than the performance of this Agreement.

Notwithstanding the foregoing, Confidential Information does not include information that you can demonstrate was (a) publicly available at the time of disclosure, or later became publicly available through no act or omission by you; (b) in your possession

before disclosure by Vendor; or (c) disclosed to you by a third party not in violation of any obligations of confidentiality to Vendor or to any third party.

8. PRIVACY AND COLLECTION OF PERSONAL OR SYSTEM INFORMATION.

The Software may employ applications and tools to collect personally identifiable, sensitive or other information about you and users (e.g., including, but not limited to, your domain name, hostname, username, email addresses, license key information, payment details), or their computers (including, but not limited to, information regarding the machine, system, disk ID, MAC address), collectively “Data.”

The collection of this Data may be necessary to you and your users with relevant Software or Technical Support. Without access to this Data, we may not be able to verify your compliance with this Agreement, among other things.

By entering into this agreement or using the Software or Technical Support, you and your users agree to the collection, processing, copying, backup and storage of this Data in and from the United States or other countries or jurisdictions outside of your or your users’ own as part of the Software or Support.

9. LIMITATION OF LIABILITY. You are not entitled to receive damages from Vendor for any cause relating to this Agreement, to your use of the Software, to any services provided by Vendor under this Agreement, or to any services provided by any third party in connection with your use of the Software. In addition, in no event shall you be entitled to obtain any injunctive relief or enjoin, restrain, or otherwise interfere with Vendor or with the distribution, operation, development, or performance of the Software or any related products.

IN NO EVENT SHALL VENDOR BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE SOFTWARE. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR LOST BUSINESS OPPORTUNITIES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. AS SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10. LIMITED WARRANTY AND DISCLAIMER. Vendor warrants that, as of the date on which the Software is purchased and for sixty (60) days thereafter (“Warranty Period”), the Software will provide the general features and functions described in the Documentation in effect on the date of purchase. Vendor's entire liability and your exclusive remedy during the Warranty Period (“Limited Warranty”) will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at Vendor's option, (i) to attempt to correct or work around errors, if any, or (ii) to

refund the license fees, if any, paid by you and terminate this Agreement or the license specific to such Software. Such refund is subject to the discontinuance of the use of the Software, deactivation of the license key per instructions provided by Vendor, destroying all printed copies and deleting all electronic copies of any documentation that you have downloaded, printed, or created relating to the Software, and ensuring that no copies of any of the Software screens, data, or other content remain archived or otherwise stored on your computers, during the Warranty Period, and providing declaration of same to Vendor. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. VENDOR DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR THE COURSE OF DEALING BETWEEN THE PARTIES. VENDOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. IN ADDITION, VENDOR DOES NOT WARRANT OR GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE SOFTWARE AT ALL TIMES. YOU UNDERSTAND AND ACKNOWLEDGE THAT INTERNET CONGESTION AND OUTAGES, AS WELL AS MAINTENANCE, DOWNTIME, AND OTHER INTERRUPTIONS, MAY INTERFERE AT TIMES WITH YOUR ABILITY TO ACCESS THE SOFTWARE.

In no event shall Vendor or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use this Software, even if Vendor has been advised of the possibility of such damages. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitation may not apply to Licensee.

12. GOVERNING LAW. This Agreement shall in all respects be governed by and be construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

13. FORCE MAJEURE. If the performance of Vendor under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond the control of Vendor, then Vendor shall be excused from its performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).

14. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any

respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

15. NO ASSIGNMENT. You may not assign this Agreement or any of the rights granted by Vendor hereunder, in whole or in part, without the prior written consent of Vendor, and any attempt to do so shall be void. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

16. ATTORNEYS FEES. In the event of legal action brought by either party, the prevailing party shall be entitled to reimbursement of actual legal fees and related expenses.

17. MODIFICATION. This Agreement may be modified or amended at the sole discretion of Vendor.

18. EXPORT CONTROL. You agree to obey and comply with any and all applicable United States laws, rules, and regulations governing the export of software.

19. ACKNOWLEDGEMENT AND EXCLUSIVITY. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND VENDOR, AND THAT IT SUPERSEDES ANY PROPOSAL, PRIOR AGREEMENT, OR UNDERSTANDING, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND VENDOR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE CHANGED, ALTERED, OR MODIFIED EXCEPT IN WRITING AND SIGNED BY THE PARTIES.