

SLAB BRIDGE DESIGNER 2.1 END USER LICENSE AGREEMENT

LICENSOR:
CONCRETE REINFORCING STEEL INSTITUTE
933 North Plum Grove Road
Schaumburg, IL 60173-4758

Notice to User:

This is a legal document between Concrete Reinforcing Steel Institute (“CRSI”) and User (“User”). It is important that User read this document and agree to its terms before using the CRSI-provided Slab Bridge Designer 2.1 software (“the Software”) and any accompanying documentation (“Documentation”). By using the Software and taking such other action as may be referenced in this License Agreement as constituting acceptance (if any), User agrees to be bound by the terms of this Agreement. If User does not agree, User is not licensed to use the Software, and User must return any tangible copies of the Software in User’s possession or control to CRSI.

This CRSI Slab Bridge Designer 2.1 Software is protected by copyright. User acknowledges and understands that this Agreement does not grant User any right of access to CRSI goods and services except as provided in this Agreement.

Software License

License Grant. CRSI grants User a non-exclusive, non-transferable, limited license to use the Software. User may: (i) use the Software on any single computer; (ii) use the Software on a second computer so long as the first and second computers are not used simultaneously; (iii) install the Software on a network so long as only one user may use each licensed copy of the Software; and (iv) copy the Software for back-up and archival purposes, provided any copy must contain all of the original Software’s proprietary notices. User may not rent, sell, lease, sublicense, distribute, assign, copy (other than a single copy for backup purposes), or in any way transfer the Software or use the Software for the benefit of any third party through any outsourcing or through the operation of any service bureau. The term of this license is for one year and must be renewed annually by User with the approval of CRSI.

Other Restrictions. User may not sell; give away, loan, lease, distribute or transfer the Software or copies to third parties, nor reverse engineer or otherwise attempt to discern the source code of the Software. Further, User may not reproduce all or any portion of the Software (except as expressly permitted in this Agreement) or the Documentation. User agrees to notify its employees and agents who may have access to the Software of the restrictions contained in this Agreement and to ensure their compliance with these restrictions. User agrees that it shall only use the Software and Documentation in a manner that complies with all applicable laws in the jurisdictions in which User use the Software and Documentation, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights. User may not use the Software in an attempt to, or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction. User may not use the Software in an attempt to, or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file.

Title. Title to the Software is not transferred to User. Ownership of all copies of the Software and of copies made by User is vested in CRSI and other software owners, subject to the rights of use granted to User in this Agreement. The Software is protected by the copyright laws of the United States and

international copyright treaties. Title, ownership rights and intellectual property rights in and to the content accessed through the Software including the content contained in the Software media demonstration files shall be retained by the applicable content owner and may be protected by applicable copyright or other law. This license gives User no right to such content.

Limited Warranty

Limited Warranty. CRSI warrants that the medium, if any, upon which the Software is provided by CRSI to User will be free from defects in material and workmanship under normal use for a period of 60 days from the date of User's receipt of the Software.

DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SOFTWARE AND ANY DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. USER BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE SOFTWARE. PROPER USE OF THE SLAB BRIDGE 2.1 SOFTWARE IS THE RESPONSIBILITY OF THE USER. THE RESULTS PRESENTED IN THE OUTPUT ARE FOR REVIEW, INTERPRETATION, APPLICATION AND APPROVAL BY A QUALIFIED ENGINEER, WHO MUST VERIFY THAT THE OUTPUT IS APPROPRIATE AND CORRECT FOR THE SPECIFIC ENGINEERING ANALYSIS AND DESIGN APPLICATION. MOREOVER, THE USER SHOULD UNDERSTAND THE ENGINEERING ASSUMPTIONS.

The performance of the Software varies with various manufacturers' equipment with which it is used. CRSI does not warrant the level of performance of the Software. CRSI does not warrant that the Software or the functions contained in the Software will meet User's requirements, operate without interruption or be error-free. If any modifications are made to the Software by User during the warranty period; if the media is subjected to accident, abuse or improper use; or if User violates the terms of this License Agreement, this warranty shall immediately terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or Software other than the unmodified version of hardware and Software with which the Software was designed to be used as described in the Documentation. THIS LIMITED WARRANTY GIVES USER SPECIFIC LEGAL RIGHTS; USER MAY HAVE OTHER RIGHTS THAT VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

User's remedies. CRSI's sole liability for a breach of this warranty shall be in CRSI's sole discretion: (i) to replace User defective media; or (ii) to advise User how to achieve substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or (iii) if the above remedies are impracticable, to refund the license fee, if any, User paid for the Software. Repaired, corrected or replaced Software and Documentation shall be covered by this limited warranty for the period remaining under the warranty that covered the original Software or if longer for thirty (30) days after the date CRSI either shipped to User the repaired or replaced Software or advised User as to how to operate the Software so as to achieve the functionality described in the Documentation, whichever is applicable. Only if User informs CRSI of the problem with the Software during the applicable warranty period and provides evidence of the date User acquired the Software will CRSI be obligated to honor this warranty.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WHETHER IN TORT CONTRACT OR OTHERWISE SHALL CRSI OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY

CHARACTER INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF CRSI SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY OTHER PARTY. FURTHER, IN NO EVENT SHALL CRSI'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT EXCEED THE LICENSE FEE PAID TO CRSI FOR THE SOFTWARE AND DOCUMENTATION. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO USER.

General Provisions

Term and Termination. This Agreement and User's subscription to the Software may be terminated (i) by User by giving CRSI written notice of termination; (ii) by CRSI, at its option, if User commits a material breach of this Agreement; or (iii) upon termination of the CRSI User Agreement, if any. This Agreement must also terminate immediately upon receipt by User of a new version of the Software. Upon any termination of this Agreement, User must cease all use of the Software, destroy all copies then in its possession or control and take such other actions as CRSI may reasonably request to ensure that no copies of the Software remain in its possession or control.

No Assignment. This Agreement is personal to User and may not be assigned without express written consent from CRSI.

Effect of Agreement. This Agreement embodies the entire understanding between the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to, the Software.

Governing Law. This Agreement will be governed by and construed under the laws of the State of Illinois, U.S.A.

General Provisions. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by User. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of a party to enforce any provision of this Agreement does not constitute and should not be construed as a waiver of such provision or of the right to enforce such provision.

©2006 Concrete Reinforcing Steel Institute.