

Itasca Software License Agreement

Please read the following terms and conditions of this agreement carefully before using the program.

Installation of the code onto your computer indicates your acceptance of the terms and conditions in this agreement.

If you do not agree with these terms and conditions, do not install the software onto your computer.

This program is provided by Itasca Consulting Group Inc. ("Itasca") or one of its authorized suppliers. Title to the media on which the software is recorded and to the documentation in support thereof is transferred to the customer, but title to the software is retained by Itasca. Itasca and its licensors own all intellectual property in the software. Itasca permits you to use the software only in accordance with the terms of this agreement. You assume responsibility for the selection of the software to achieve your intended results and for the installation of the software, the use of and the results obtained from the software.

LICENSE

1. All Itasca software (with the exception of Demonstration Versions, see below) are secured and require a hardware lock to cycle.
2. A standard single license allows up to two instances of the software to cycle on a single computer. A Network Version (see below) allows one instance of the software, per seat, to cycle on any computer connected to the network.
3. You may not use, copy, modify, or transfer the software, or any copy, in whole or part, except as expressly provided in this document. You may not reverse engineer, decompile, or disassemble the software to obtain the source code of the software.
4. You may not sell, sub-license, rent, or lease this software.
5. Licenses are not transferable outside the purchasing organization, company, institution, or corporation. Licenses sold to private individuals are not transferable under any terms.
6. The software may not be shared, installed, or used concurrently on different computers (with the exception of Network Versions, see below).

TERMS

The license is effective as indicated under the purchasing terms or until terminated. You may terminate it any time by destroying the software together with any back-up copies and returning the hardware lock. It will also terminate if you fail to comply with any term or condition of this agreement. You agree upon such termination to destroy the software together with any back-up copies, modifications, and/or merged portions in any form and return the hardware lock to Itasca.

WARRANTY

Itasca will correct any errors in the software at no charge for twelve (12) months after the purchase date of the software. Notification of a suspected error must be made in writing, with a complete listing of the input and output files and description of the error. If, in the judgment of Itasca, the software does contain an error, Itasca will (at its option) correct or replace the copy at no cost to the user or refund the initial purchase price of the software. This warranty does not apply to demonstration versions (see below).

LIMITATION OF LIABILITY

Itasca assumes no liability whatsoever with respect to any use of the software or any portion thereof or with respect to any damages or losses that may result from such use, including (without limitation) loss of time, money, or goodwill that may arise from the use of the software (including any modifications or updates that may follow). In no event shall Itasca be responsible for any indirect, special, incidental, or consequential damages arising from use of the software.

EXPORT

You may not ship, transfer, or export into any country the software or its updates in any manner prohibited by the United States Export Administration Act or any other export laws or restrictions. In addition, you represent and warrant that you are not a citizen of, or located within, an embargoed nation and that you are not otherwise prohibited under United States Export Laws to receive the software. Rights to use the software are forfeited for failure to comply with this agreement.

HARDWARE LOCKS

Title to the hardware lock(s) associated with a license belongs to Itasca. You are wholly responsible to maintain and safeguard the hardware lock. Itasca reserves the right to determine the cost of replacing a lost or stolen hardware lock, up to and including the cost of a new license.

UPDATES AND UPGRADES

If the software is an update or an upgrade to a previous version, you must possess a valid license to the previous version. Any update or upgrade provided for a previous version is subject to the terms of this agreement. You may continue to use previous versions provided that (a) it is necessary to use the previous version to read or otherwise use outputs from that version of the program, (b) you do not transfer the previous version to another party, and (c) you acknowledge that any obligation that Itasca has to support the previous version of the program may end upon obtaining the update or upgrade.

NETWORK VERSIONS

If and only if the license is a network version, the terms of this agreement apply in all respects with the following exception: the software may be used concurrently on the number of machines for which the program has been licensed and as allowable by the program's hardware lock.

DEMONSTRATION VERSIONS

If and only if the software is used in demonstration mode, the terms of this agreement apply in all respects with the following exceptions. The software is provided "AS-IS" and Itasca bears no responsibility to provide support for the software. The software shall be operable without a hardware lock. You acknowledge that the software may contain bugs, errors or other problems for which Itasca disclaims any warranty or liability obligations.

ANNUAL MAINTENANCE

Some Itasca software are licensed under an Annual Maintenance Plan. The Annual Maintenance Plan includes support (as defined below under Software Support), service updates, and full- version upgrades. Such support, updates, and upgrades are only available while enrolled in the Maintenance Plan.

SOFTWARE SUPPORT

For software products that are not licensed under an Annual Maintenance Plan, Itasca will provide support for the current release version as well as for the version immediately preceding the current version for twelve (12) months after release of the current version.

Software support includes providing email and telephone support, at no charge, to assist the software owner in the installation of the software on the owner's computer system. Additionally, general assistance may be provided in aiding the owner in understanding the capabilities of the various features of the software. However, no-cost assistance *is not* provided for help in applying Itasca Software to specific user-defined problems.

Technical support covering modeling questions, applications, definitions, interpretation of results, design guidelines, etc., can be provided through the Premium Service Plan (for *PFC* users) or purchased on an as-needed basis. For users who envisage the need for substantial amounts of assistance, consulting support is available. In all instances, the user is encouraged to send the problem description to Itasca by fax or electronic mail in order to minimize the amount of time spent trying to define the problem.

Itasca reserves the right to determine what qualifies as no-cost assistance and what requires payment.

THIRD-PARTY ACKNOWLEDGEMENTS AND TERMS

The Itasca software may contain or be accompanied by third-party software, data, libraries, or other materials that are subject to and provided in accordance with terms that are in addition to or different from the terms set forth in this Agreement. Such terms may be included or referenced in or with such third-party software. Licensee agrees to comply with such terms. In addition, Licensee will take sole responsibility for obtaining and complying with any licenses that may be necessary to use third-party software, data, or other materials that Licensee uses or obtains for use in conjunction with Itasca software. Licensee acknowledges and agrees that Itasca has no responsibility for, and makes no representations or warranties regarding, such third-party software, data, or other materials or Licensee's use of such third-party software, data, or other materials.

Itasca reserves the right, at its discretion, to change, modify, add, or remove portions of this license agreement by posting updates to it on the Itasca website. You will be deemed to have accepted such changes by continuing to use the Itasca software.

PERSONAL DATA

General Description of the processing of Personal Data

Personal Data refers to any information concerning a natural person making it possible to identify them or render them identifiable, either directly or indirectly, particularly by reference to ID such as a name, identification number, location data, online identity, or one or more characteristics specific to their physical, physiological, genetic, psychological, economic, cultural or social identity. The parties acknowledge that they are fully familiar with all applicable laws and regulations with respect to data protection. Each party is personally responsible for carrying out any prior formalities required and undertakes to comply with the regulation. Itasca is authorized to process personal data to perform this Agreement, to provide technical support and to send newsletters.

Responsibilities

Itasca hereby warrants to the Customers that its employees comply with the regulations and that they are subject to a confidentiality obligation. Itasca undertakes to take all appropriate technical and organizational measures to protect the security and confidentiality of the Personal Data under the best possible conditions. Itasca Privacy Policies are available [here](#).

Rights of data subject

You and your employees have a right to access and rectify, your personal data, and with legitimate reason you have right to restrict and erase data which concern you. You have also a right to data portability and the right to withdraw your consent. You may at any time request to exercise those rights by contacting us by email: privacy@itascacg.com or by postal mail sent to the following address:

Itasca Consulting Group, Inc., 111 3rd Avenue South, Suite 450, Minneapolis, MN 55401, USA

Transfers of Personal Data outside the European Union

Itasca undertakes only to transfer the Personal Data to countries deemed adequate by the European Commission or offering sufficient guarantees regarding the protection of the Personal Data by the implementation of binding corporate rules (BCR) or by the signing of standard contractual clauses adopted by the European Commission. If you want more information about the categories of recipients of the personal data and the retention period, please check our privacy policy.

