

Terms and Conditions of Use for HEC Software

The United States Government, U.S. Army Corps of Engineers, Hydrologic Engineering Center ("HEC") grants to the Pennsylvania Fish and Boat Commission ("user") the rights to install "HEC Software" (either from a disk copy obtained from HEC, a distributor or another user or by downloading it from a network) and to use, copy and/or distribute copies of the HEC Software to other users, subject to the following Terms and Conditions of Use:

All copies of the HEC Software received or reproduced by or for user pursuant to the authority of this Terms and Conditions of Use will be and remain the property of HEC. User may reproduce and distribute the HEC Software provided that the recipient agrees to the Terms and Conditions for Use noted herein.

HEC is solely responsible for the content of the HEC Software. The HEC Software may not be modified, abridged, decompiled, disassembled, unobfuscated or reverse engineered. The user is solely responsible for the content, interactions, and effects of any and all amendments, if present, whether they be extension modules, language resource bundles, scripts or any other amendment.

The name of the HEC Software must not be used to endorse or promote products derived from the HEC Software. Products derived from the HEC Software may not be called the HEC Software nor may any part of the HEC Software name appear within the name of derived products.

No part of this Terms and Conditions for Use may be modified, deleted or obliterated from the HEC Software.

No part of the HEC Software may be exported or re-exported in contravention of U.S. export laws or regulations.

Waiver of Warranty

THE UNITED STATES GOVERNMENT AND ITS AGENCIES, OFFICIALS, REPRESENTATIVES, AND EMPLOYEES, INCLUDING ITS CONTRACTORS AND SUPPLIERS PROVIDE THE HEC SOFTWARE "AS IS," WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Depending on state law, the foregoing disclaimer may not apply to you, and you may also have other legal rights that vary from state to state.

Indemnification

Neither party will incur any liability to the other. This provision may not be construed to limit either parties' rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this agreement. This provision may not be construed to limit the sovereign immunity of the user, the HEC, or the United States Government.

Limitation of Liability

IN NO EVENT SHALL THE UNITED STATES GOVERNMENT AND ITS AGENCIES, OFFICIALS, REPRESENTATIVES, AND EMPLOYEES, INCLUDING ITS CONTRACTORS AND SUPPLIERS, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE HEC SOFTWARE.

THE UNITED STATES GOVERNMENT'S LIABILITY, AND THE LIABILITY OF ITS AGENCIES, OFFICIALS, REPRESENTATIVES, AND EMPLOYEES, INCLUDING ITS CONTRACTORS AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES **IN ANY** CIRCUMSTANCE IS LIMITED TO THE REPLACEMENT OF CERTIFIED COPIES OF THE HEC SOFTWARE WITH IDENTIFIED ERRORS CORRECTED. Depending on state law, the above limitation or exclusion may not apply to you.

Compliance with Laws

The user and the HEC shall comply with all applicable federal and Pennsylvania state laws and regulations, and local ordinances in the performance of this Terms and Conditions of Use.

Disputes

Any dispute arising under this Terms and Conditions of Use not mutually resolved by the parties must be submitted to the Director of the Hydrologic Engineer Center and the Executive Director of the Pennsylvania Fish and Boat Commission to amicably resolve the dispute between the parties.

Integration

This Terms and Conditions of Use constitutes the entire agreement between the parties. No agent, representative, employee, or officer of either the user or the HEC has authority to make, or has made, any statement, agreement, representation, oral or written, in connection with the Terms and Conditions of Use, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of these terms and conditions. No modifications, alterations, changes, or waiver to this Terms and Conditions of Use or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

[SIGNATURE PAGE FOLLOWS.]

The parties, through their authorized representatives, have executed this Terms and Conditions of Use on the date of the last signature below.

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA FISH AND BOAT COMMISSION**



Pennsylvania Fish and Boat Commission
Executive Director

Date: 6/24/2026

**THE UNITED STATES GOVERNMENT
U.S. ARMY CORPS OF ENGINEERS
HYDROLOGIC ENGINEERING CENTER**

ADAMS.LEA.G.129
3647972

 Digitally signed by
ADAMS.LEA.G.1293647972

Lea Adams, PE, BC, WRE
Director, Hydrologic Engineering Center

Date: June 23, 2026

APPROVED AS TO FORM AND LEGALITY:

To Be Signed Electronically

Pennsylvania Fish and Boat Commission Date
Office of Chief Counsel

To Be Signed Electronically

Pennsylvania Office of Attorney General Date

APPROVED:

To Be Signed Electronically

Pennsylvania Fish and Boat Commission Date
Comptroller Operations