## **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 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.

## 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.

## User's Liability

User acknowledges and accepts all liability to any third party due to or arising out of its use of the HEC Software or breach of this Agreement or violation of any law or the rights of a third party except for damages due to the fault or negligence of the Government or its contractors.