END-USER LICENSE AGREEMENT FOR RISA TECH, INC. SOFTWARE

The RISA-2D software product (SOFTWARE PRODUCT) includes computer software, the associated media, any printed materials, and any electronic documentation. By installing, copying, accessing or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this agreement. If you do not agree with the terms of this agreement RISA Tech, Inc. is unwilling to license the SOFTWARE PRODUCT to you. In such event, you must delete any installations and destroy any copies of the SOFTWARE PRODUCT and return the SOFTWARE PRODUCT to RISA Tech, Inc. within 5 days of purchase for a full refund.

Copyright © 2018 by RISA Tech, Inc. All rights reserved. RISA Tech, Inc. is part of the Nemetschek Group. The SOFTWARE PRODUCT is protected by United States copyright laws and various international treaties. All rights not specifically granted under this agreement are reserved by RISA Tech, Inc. “RISA” as applied to structural engineering software is a registered trademark of RISA Tech, Inc.

1. SOFTWARE LICENSE. The SOFTWARE PRODUCT is licensed, not sold. All right, title and interest is and remains vested in RISA Tech, Inc. You may not rent, lease, or lend the SOFTWARE PRODUCT. You are specifically granted a license to the use of this program on no more than one CPU at any given time. The Network Version of the SOFTWARE PRODUCT is licensed for simultaneous use on a certain maximum number of network stations that varies on a per license basis. The Subscription Version of the SOFTWARE PRODUCT is licensed for simultaneous use on a certain maximum number of CPUs that varies on a per license basis. As part of the license to use the SOFTWARE PRODUCT, the program user acknowledges the reading, understanding and acceptance of all terms of this agreement. The SOFTWARE PRODUCT may not be reviewed, compared or evaluated in any manner in any publication without written consent of RISA Tech, Inc. You may not disassemble, decompile, reverse engineer or modify in any way the SOFTWARE PRODUCT. If the SOFTWARE PRODUCT was purchased at a discounted price for educational purposes it may in no event be used for professional design purposes. The terms of this license agreement are binding in perpetuity.

2. DISCLAIMER. We intend that the information contained in the SOFTWARE PRODUCT be accurate and reliable, but it is entirely the responsibility of the program user to verify the accuracy and applicability of any results obtained from the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is intended for use by professional engineers and architects who possess an understanding of structural mechanics. In no event will RISA Tech, Inc. or its officers be liable to anyone for any damages, including any lost profits, lost savings or lost data. In no event will RISA Tech, Inc. or its officers be liable for incidental, special, punitive or consequential damages or professional malpractice arising out of or in connection with the usage of the SOFTWARE PRODUCT, even if RISA Tech, Inc. or its officers have been advised of or should be aware of the possibility of such damages. RISA Tech, Inc.'s entire liability shall be limited to the purchase price or subscription price of the SOFTWARE PRODUCT.

3. LIMITED WARRANTY. RISA Tech, Inc. warrants that the SOFTWARE PRODUCT will operate but does not warrant that the SOFTWARE PRODUCT will operate error free or without interruption. RISA Tech, Inc.'s sole obligation and your exclusive remedy under this warranty will be to receive software support from RISA Tech, Inc. via telephone, email or fax. RISA Tech, Inc. shall only be obligated to provide support for the most recent version of the SOFTWARE PRODUCT. If your version of the SOFTWARE PRODUCT is not the most recent version RISA Tech, Inc. shall have no obligation to provide support in any form. Except as stated above the SOFTWARE PRODUCT is provided without warranty, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

4. PROTECTION DEVICE. In the event the SOFTWARE PRODUCT requires the use of a PROTECTION DEVICE to operate, you are specifically prohibited from attempting to bypass the functionality of the PROTECTION DEVICE by any means. A lost or stolen PROTECTION DEVICE will not be replaced by RISA Tech, Inc.

5. SUBSCRIPTION SERVICE. In the event the SOFTWARE PRODUCT is accessed via a SUBSCRIPTION SERVICE, RISA Tech, Inc. shall make the SUBSCRIPTION SERVICE available for your use via an internet connection for the Term of the Subscription Agreement. At the end of the Term of the Subscription Agreement your right to access the SOFTWARE PRODUCT via the SUBSCRIPTION SERVICE will terminate unless the Subscription Agreement is renewed. RISA Tech, Inc. does not guarantee the SUBSCRIPTION SERVICE will be available error-free or uninterrupted. You acknowledge RISA Tech, Inc. does not control the transfer of information over the internet and that the SUBSCRIPTION SERVICE may be subject to interruptions or delays beyond the control of RISA Tech, Inc. RISA Tech, Inc. is not responsible for any delivery failures or any other damages resulting from any problems with the SUBSCRIPTION SERVICE.

6. TERMINATION. RISA Tech, Inc. may terminate your right to use the SOFTWARE PRODUCT if you fail to comply with the terms and conditions of this agreement. In such event, you must delete any installations and destroy any copies of the SOFTWARE PRODUCT and promptly return the SOFTWARE PRODUCT to RISA Tech, Inc.

7. CHOICE OF LAW. By entering into this Agreement in accordance with Paragraph 1, above, you have agreed to the exclusive jurisdiction of the State and Federal courts of Orange County, California, USA for resolution of any dispute you have relating to the SOFTWARE PRODUCT or related goods and services provided by RISA Tech, Inc. All disputes therefore shall be resolved in accordance with the laws of the State of California, USA and all parties to this Agreement expressly agree to exclusive jurisdiction of, and venue in, the courts in Orange County, California, USA. No choice of law rules of any jurisdiction apply.

8. PRIVACY POLICY. All information you provide and have provided, or which we otherwise collect and have collected, through or in connection with the SOFTWARE PRODUCT, including personally identifiable information about you, is subject to, and will be treated in accordance with, the then-current Privacy Policy located at http://risa.com/privacy, which is incorporated herein by this reference. By accessing, downloading, installing, using and providing information to or through the SOFTWARE PRODUCT, you consent to all actions taken by us with respect to such information in compliance with the Privacy Policy.