

EULA version 15.0A

## END USER LICENSE AGREEMENT FOR STEEL STUDIO INC. SOFTWARE

**IMPORTANT - READ CAREFULLY:** This End-User License Agreement (EULA) is a legal agreement between you, the buyer (either an individual or a single entity), and Steel Studio Inc. for the use of the Software SCS- Steel Connection Studio (the "Software").

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA AND SIGNIFY YOUR ACCEPTANCE BY DOWNLOADING, INSTALLING, COPYING, AND/OR OTHERWISE ACCESSING OR USING THE SOFTWARE. THE GRANT OF LICENSE BELOW IS CONTINGENT UPON YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS EULA. THIS EULA REPRESENTS THE ENTIRE SET OF TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SOFTWARE AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN COMMUNICATIONS, PROPOSALS AND REPRESENTATIONS WITH RESPECT TO THE SOFTWARE OR THE SUBJECT MATTER OF THE EULA.

THIS EULA MAY ONLY BE MODIFIED BY A SIGNED WRITTEN AGREEMENT BETWEEN YOU AND STEEL STUDIO INC. THIS EULA MAY BE UPDATED AT ANY TIME BY STEEL STUDIO INC. AND YOU AGREE TO BE BOUND BY THE TERMS OF ANY SUCH UPDATE TO THIS EULA AND SIGNIFY YOUR ACCEPTANCE BY YOUR CONTINUED DOWNLOADING, INSTALLING, COPYING, AND/OR OTHERWISE ACCESSING OR USING THE SOFTWARE.

The EULA is provided only in the English language. If you don't understand the English language, we recommend that you seek legal advice before accepting this EULA. If any point of the EULA is not fully understood, you should seek legal advice before accepting this EULA. Any acceptance of the EULA in the manner specified above indicates that you fully understand and accept all of the terms of this EULA and that you agree to be legally bound thereto.

### Section 1: Terms and Conditions

- 1. GRANT OF LICENSE.** Only one copy of the Software can be installed for each license unless you bought 'internet floating license option'. You must buy additional licenses or the floating license option if you want to install the Software on multiple devices. In any case, only one user per license can use the software at the same time. If you want to install a license in a different device and you didn't buy the floating license option, you may do so under the license system so long as you follow the uninstall procedures of the Software (see TRANSFER). Only Windows operated systems allow the Software to be installed. Accordingly, a Windows license is necessary to run the Software. If you are using different operating systems or different devices, you may be able to install the Software if you also install a Virtual Machine for running Windows for which you own a license.
- 2. USER REQUIREMENTS.** The Software is intended for use by a fully licensed professional Engineer. The Engineer should be well experienced and trained in structural steel engineering and particularly in the field of connection design. The Software is only provided as a tool for the Engineer. The Engineer shall use his/her skills, knowledge and experience to assess the safety of designed connections which may be provided by the Software. The Software does not abdicate or replace the professional duties of the Engineer. The Engineer shall take full responsibility of any design resulting from use of the Software. The Engineer shall have sufficient

depth in the field of structural and civil engineering to understand when a result by the Software might be suspicious and a deeper analysis and/or additional checks not performed by the software may be necessary. The Engineer hereby agrees to accept all responsibility for any designs resulting from use of the Software and shall hold STEEL STUDIO INC. harmless and defend STEEL STUDIOS from any claim or other damages resulting from use of the Software.

3. USER EXPECTATIONS AND OBLIGATIONS. The Software has many advanced features that require complete understanding by the Engineer. Reports are generated in editable form so that the Engineer can amend the report according to his/her own independent findings and judgment. The Engineer is expected to overrule results by the Software, when necessary, according to his/her own professional knowledge and expertise. Also import from other software through APIs or built-in macros should be verified by the user. The Engineer shall at all times independently verify the results given by the Software to detect any errors that might be present.
4. ACADEMIC USE. For Academic use, Steel Studio Inc. hereby grants you a non-exclusive right and license to use Academic Software in object code form for Academic Related Use only. The Academic Software shall not be used for any commercial activity.
5. ARCHIVAL OR BACKUP COPIES. You may create copies of the Software only for routine archival or backup purposes, and such copies can be used only to restore a licensed copy of the Software. No other copying of the Software is permitted.
6. SHARING & LEASING PROHIBITED. A license for the Software may not be shared or used concurrently on different Devices. In addition, a license for the Software may not be shared or used to support multiple User or operational requests as described above. Accordingly, you may not use the Software in an automated or unattended way. Engineering judgment by a licensed professional Engineer is required at all times. You may not rent, lease, lend or provide any commercial services with the Software. You may not use the Software to provide fee or transaction based services. The Software is licensed for Production Use only.
7. INTERNAL TRANSFER. You may transfer the Software and the EULA to a different Device at the same Site only if you completely remove the Software from all prior Devices and cease all use of such software. It may be necessary for you to contact Steel Studio Inc. in order to complete such a transfer.
8. EXTERNAL TRANSFER. You shall not transfer the Software and license granted under this EULA to a third party without prior written authorization from Steel Studio Inc. If such authorization is obtained, you may permanently transfer the Software and the license granted under this EULA only if you transfer the Software and all media to such third party and you do not retain any copies and you cease using the Software. Any such third party must agree to all terms and conditions of the EULA to effect such transfer. Any purported sublicense, assignment, transfer or encumbrance is void without Steel Studio Inc.'s prior consent.
9. SOFTWARE REGISTRATION. You acknowledge that in order for you to utilize the full benefits of the Software, registration or activation may be required.
10. SOFTWARE UPGRADES. You may not use any Software identified as an upgrade unless you are properly licensed to use the original Software that Steel Studio Inc. has identified as being eligible for an

upgrade. After installing such an upgrade, you may use the original Software only if you do not use the upgraded Software and the original Software concurrently.

11. DATA COLLECTION AND USE. You acknowledge and agree that Steel Studio Inc. may collect and utilize technical information gathered as part of the Software support services that may be provided to you. Data collected in this form will only be used to improve Steel Studio Inc.'s products and/or provide customized services to you. Data collected in this form will not be disclosed, disseminated, or sold to third parties, except in an aggregated form.

12. LICENSE TERM. Unless otherwise specified for the Software licensed, Steel Studio Inc.'s default licensing term is perpetual. If the Software subject to this EULA has been licensed for a term shorter than a perpetual license, you acknowledge that the Software may be delivered to you with embedded Time Clocks. You agree that Time Clocks are not considered a defect of the Software and you release Steel Studio Inc. from any and all claims, however characterized, arising from or related to Time Clocks or their operation.

13. ADDITIONAL LANGUAGES. Even if additional languages are supported at extra cost, English remains the primary supported language for the user. Additional languages are only used for the parts that end up in the calculation report to help report submittal to local authorities that may require a local language to be used in the report. All user manuals and menus and other displays of the Software are provided only in the English language.

14. RESERVED RIGHTS. You acknowledge and agree that the Software is a proprietary product of Steel Studio Inc. protected by copyright and other applicable intellectual property laws and treaty provisions. You further acknowledge and agree that the entire right, title and interest in and to the Software, including all ownership rights to patents, copyrights, trademarks, trade secrets, and/or any other property rights therein, or in connection therewith, shall be the exclusive property of Steel Studio Inc.. Steel Studio Inc. retains all rights not expressly granted to you by this EULA. THE SOFTWARE IS LICENSED NOT SOLD. Your rights to use, install, demonstrate, transfer, or otherwise copy the Software are strictly limited by this license, and no other rights to the Software are granted unless specifically provided in a separate written document executed by STEEL STUDIO INC. All rights granted to the user shall be in writing.

15. LIMITATIONS ON REVERSE ENGINEERING & DISCLOSURES. You shall not decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate the Software. To the extent that you are expressly permitted by law to undertake any of the activities listed in the previous sentence, you shall not exercise those rights unless you have provided written notice to Steel Studio Inc. at least thirty (30) days prior to your intent to exercise such rights. The Software and any associated documentation, libraries, upgrades, and any related materials are considered confidential information of STEEL STUDIO INC. and shall be treated as such using reasonable business practices, and any unauthorized disclosure shall be prohibited.

16. TERMINATION. If you breach the terms and conditions of this EULA, you will be in breach of this Agreement and Steel Studio Inc. may terminate this EULA without prejudicing any of its other rights. In such event you must destroy and remove all copies of the Software from your Device(s) and cease any use of the Software. Sections 11, 14, 15, 18, 20, 21, 22, and 23 specifically survive termination.

17. **LIMITED WARRANTY.** Except for Software which is identified as no-charge, free, demo, evaluation, Beta or similar, which is provided to you "AS-IS" and specifically without warranty of any kind, Steel Studio Inc. warrants for sixty (60) days from the date of first installation (the "Warranty Period") that (i) the Software will perform substantially in accordance with the functional specifications in the documentation that is provided with the Software; and (ii) the media on which the Software is distributed meets generally accepted industry standards. You acknowledge and accept that neither Steel Studio Inc. nor its Suppliers are responsible for your use of the Software or the results from such use. You further acknowledge that there may be errors or omissions in the information contained in the Software, that the information contained in the Software may not be current or complete, and that defects in hardware or software may prevent you from gaining access to the Software. This limited warranty is offered solely by Steel Studio Inc. and is not extended to any software or other code that may be contributed by others to the Software or used in conjunction therewith. Any modifications or updates to the Software (including but not limited to fixes, work in progress builds, or subsequent updates) provided to you after the expiration of the Limited Warranty period above are not covered by any warranty or condition, express, implied or statutory. Your sole remedy under this LIMITED WARRANTY is limited to the remedies provided in Section 20.

18. **DISCLAIMER & WAIVER OF WARRANTIES.** OTHER THAN AS PROVIDED IN SECTION 17, STEEL STUDIO INC. AND ITS SUPPLIERS PROVIDE THE SOFTWARE "AS IS" AND WITH ALL FAULTS. THE LIMITED WARRANTY SET FORTH ABOVE STATES THE SOLE AND EXCLUSIVE REMEDIES FOR STEEL STUDIO INC.'S OR ITS SUPPLIER'S BREACH OF WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION, STEEL STUDIO INC. AND ITS SUPPLIERS HEREBY DISCLAIM ANY AND ALL OTHER WARRANTIES, EITHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOUR SOLE REMEDY UNDER ANY WARRANTY THAT CANNOT BE LEGALLY DISCLAIMED IS LIMITED TO THE REMEDIES PROVIDED IN SECTION 20.

19. **HIGH RISK ACTIVITIES.** The Software is not fault tolerant and is not designed, manufactured or intended for use or resale for use with control equipment in High Risk Activities. High Risk Activities include but are not limited to: hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage. Steel Studio Inc. and its Suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

20. **REMEDIES.** If a defect in the Software appears that constitutes a breach of the above Limited Warranty or any other legally required warranty that cannot be disclaimed, Steel Studio Inc. shall, at its sole option, (1) repair the Software, (2) refund the price you paid for the Software or (3) replace the defective item(s), provided that: (i) you notify Steel Studio Inc. of the defect during the Warranty Period; (ii) the Software is not modified, changed, or altered by anyone other than Steel Studio Inc., unless authorized by Steel Studio Inc. in writing; (iii) your computer equipment is in good operating order and the Software is installed in an officially supported environment; (iv) you have accepted the terms of this EULA, and (v) the non-conformity is not caused by a third party or by you, your agents, employees or contractors. Repaired, corrected, or replaced Software shall be covered by this Limited Warranty for the longer of: (a) the period remaining under the limited warranty covered by the original Software; (b) thirty (30) days after the date of installation by you of the repaired or

replaced Software; or (c) thirty (30) days after Steel Studio Inc. advised you how to operate the Software so as to achieve the functionality described in the documentation. YOU AGREE THAT THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH BY STEEL STUDIO INC. OF THE LIMITED WARRANTY MADE IN THIS EULA.

21. **LIMITATION OF LIABILITY.** Regardless of whether any remedy set forth herein fails of its essential purpose by law, other than as provided in the limited warranty above, in no event shall Steel Studio Inc. or its Suppliers be liable for direct, indirect, special, incidental, punitive, economic or consequential damages, or any torts or damages to the user or any third party resulting from use of the Software by the user, regardless of the form of action, including without limitation lost profits, costs of delay, interruption of business, loss of use, costs of lost or damaged data or documentation or liabilities to third parties arising from any source, regardless of whether Steel Studio Inc. has been advised of the possibility of such damages. The liability of Steel Studio Inc. or its Suppliers shall not exceed in any event the amount paid by you (in the currency used to purchase) for the Software. Some jurisdictions do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. THE PROVISIONS OF THIS EULA ALLOCATE THE RISKS BETWEEN STEEL STUDIO INC. AND YOU. STEEL STUDIO INC.'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

22. **INDEMNIFICATION.** The user agrees to indemnify, defend, and hold STEEL STUDIO INC., its officers, directors, agents, employees and other related parties harmless from and against: any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments, including reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charged to or recoverable from any indemnity, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of user, its officers, directors, agents, employees, subcontractors, or any claim of or related to any use of the Software.

23. **GOVERNING LAW.** This EULA will be governed by and construed in accordance with the substantive laws in force in the Commonwealth of Delaware without regard to any rules of conflict or choice of laws which require the application of laws of another jurisdiction. The state and federal courts located in Delaware shall have exclusive jurisdiction over all disputes relating to this EULA. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, and of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction shall not apply to this EULA.

24. **SEVERABILITY.** The provisions of this EULA shall be deemed to be separable. If a provision of this EULA is rendered invalid, the remaining provisions shall remain in full force and effect.

25. **QUESTIONS.**

A. Please contact the Steel Studio Inc. ([www.steelstudio.com](http://www.steelstudio.com)) if you have any questions regarding this EULA, or write to: Steel Studio Inc., 775 Pleasant St - Suite 5, East Weymouth, MA, 02189, USA.

B. You acknowledge that any question or request for information that is sent by the user to Steel Studio Inc. regarding the Software and its use might be made public on a website (forum or similar) or

in any FAQ (Frequently Asked Questions) section that might be prepared (in electronic or paper form) for reference by other users.