



## **HIGHWAY CAPACITY SOFTWARE™ (HCS™) END-USER LICENSE AGREEMENT (EULA)**

**Effective Date: 10/15/2024**

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## **3. TYPES OF SUBSCRIPTIONS:**

The type of subscription determines the permitted use of the Software. Once a subscription type is selected, it cannot be changed or exchanged for a different type.

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The Software may be installed on multiple devices within the office, and access is restricted to end users officially assigned to that licensed office. End Users may also use the Software on portable computers, such as laptops, while on official travel, provided that all (100%) such use is exclusively on behalf of the office for which this Software license was purchased. Additional offices must obtain proper licensing prior to accessing the Software. The Software may only be installed on devices owned or controlled by the licensed office.

This subscription is intended exclusively for commercial use.

**Virtualization Restriction:**

The Software under an office-based subscription is prohibited from being used in a virtualized environment. All installations of the Software must be conducted on a physical computer, such as a desktop or laptop. Remote access technologies, such as remote desktop, are strictly prohibited under this subscription type.

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**Virtualization Restriction:**

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The End User is required to implement appropriate protection measures to prevent students or any other individuals from copying the Software and removing it from the lab or classroom environment. The responsibility for safeguarding the Software and preventing unauthorized copying or distribution rests entirely with the End User.

**Virtualization for Virtual Classrooms:**

Under the academic license, the End User may request permission to utilize a virtual environment for the installation and use of the Software. Such virtualization is only permitted with prior written consent from McTrans. If such permission is granted, the virtual environment must adhere to all protections and restrictions outlined in this Agreement, ensuring that the Software is used exclusively for its intended educational purposes and its access is limited to the institution’s faculty and actively enrolled students only. Additionally, the number of seats purchased must be sufficient to cover the number of students and faculty accessing the virtual classroom.

#### **4. SUBSCRIPTION TERM:**

**4.1 Duration.** The subscription term begins on the date of purchase and continues for the period specified at the time of purchase (“Subscription Term”). The license granted under this Agreement is valid only for the duration of the Subscription Term.

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The Software is not designed for network use, and such use is unsupported. McTrans will not provide technical support for any issues resulting from network incompatibilities or unauthorized network use.

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Use of the Software where the End User believes or has reason to believe that damage may occur constitutes a violation of any and all warranties. McTrans has no knowledge of the hardware or Software configurations of the End User and assumes no liability for their damage.

## **12. TERMINATION:**

**12.1 Termination by McTrans.** McTrans may terminate this Agreement immediately upon notice if you fail to comply with any term or condition of this Agreement. Upon termination, you must cease all use of the Software and destroy all copies of the Software in your possession.

**12.2 Termination by End User.** You may terminate this Agreement at any time by discontinuing the use of the Software and notifying McTrans. No refunds will be provided for any remaining portion of the Subscription Term.

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This License Agreement shall be governed by the laws of the State of Florida, U.S.A. Venue for all disputes related to this License Agreement shall be in the United States District Court of the Northern District of Florida, Gainesville Division, or in the Circuit Court of the Eighth Judicial Circuit for Alachua County, Florida.

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#### **16. SEVERABILITY:**

If any portion of this License Agreement shall be declared void or a nullity by a court of competent jurisdiction, then the remainder shall survive and remain in full force.

Should you have any questions concerning this license, you may contact the

McTrans Center

University of Florida

PO Box 116585

Gainesville, FL 32611-6585, U.S.A.

[1] (800) 226-1013