



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

Effective Date: 04/15/2025

This End User License Agreement (“Agreement”) is a legal agreement between you (“End User”, “you”) and the University of Florida Board of Trustees for the benefit of the McTrans Center (“McTrans”, “we”) regarding the use of the Highway Capacity Software (“Software”). By accessing or using the Software programs within the electronically transmitted package or direct download, you agree to be bound by the terms and conditions of this Agreement.

1. INTEGRATION:

This License Agreement is the complete and exclusive statement of the agreement between End User and McTrans and supersedes any previous End User License Agreements distributed by older versions of the software proposal or prior agreement, oral or written, and any other communications between End User and McTrans relating to the subject matter of this License Agreement. This EULA will supersede the End User License Agreement contained in the HCS Version 5, 6, and 7 modules disseminated as part of the Software. This License Agreement may only be modified by a written agreement made subsequent to the date hereof and signed by both parties.

2. LICENSE GRANT:

2.1 Subscription-Based License:

McTrans grants you a non-exclusive, non-transferable license to access and use the Software, subject to the terms of your active subscription. The license is valid only for the duration of your subscription and is contingent upon full payment of all applicable fees.

2.2 Access to Software Versions:

Your subscription grants access to versions 5 (selected modules), 6 (selected modules), 7 and 8 series and beyond (2022 onward) of the Software. When a new version of the Software is released, the End User with an active subscription can download and access the latest version at no additional cost for the remainder of their subscription term.

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.

3.1 Office-Based Subscription:

This subscription grants access to the Software for a predetermined number of computers within a physical office. An “office” refers exclusively to a fixed geographical location, typically a single physical address, where an organization conducts its business or operational activities. This location must consist of one or more contiguous rooms or spaces within a single building. Virtual offices or any non-physical locations are excluded from this definition.

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.

3.2 Computer-Based Subscription:

This subscription permits the installation and use of the Software on a specified number of individual devices. An “individual device” refers to a single, standalone computing unit, such as a desktop or laptop, intended for use by a single user at a time. It is not shared concurrently with other users and is intended for use by a single user only. The Software may only be accessed directly from the device(s) on which it is installed, regardless of whether the device is located in a physical office or used in a virtual office. End users working remotely or in virtual offices must ensure that the device remains dedicated to their use and fully complies with the terms of this subscription.

Virtualization Restriction:

The Software under a computer-based subscription is prohibited from being used in a virtualized environment. All installations must be conducted on a physical computer, such as a desktop, PC, or laptop. Remote access to the Software via any technology, including but not limited to remote desktop, is strictly prohibited under this subscription type.

3.3 Academic Subscription:

The academic subscription is available exclusively to academic institutions and grants access to a specified number of seats (copies) across the entire academic institution. This subscription is intended solely for use in a classroom setting for teaching or a lab for research purposes under the direct supervision of faculty or other authorized personnel. The Software may only be installed on devices owned or controlled by the academic institution.

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.

3.4 API Subscription:

The API Subscription provides the End User with programmatic access to selected functionalities of the Highway Capacity Software (HCS) via a Web Application Programming Interface (WebAPI). Subscription tiers grant a predefined annual quota of API calls. End Users must utilize these API calls exclusively within their licensed scope and strictly adhere to the terms defined in this Agreement. End Users shall not utilize API access to replicate McTrans software functionalities for commercial sale or distribution in competition with McTrans. Use of the API is governed by this End User License Agreement (EULA). Unauthorized or prohibited use may result in immediate termination of API access and subscription without refund.

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.

4.2 Renewal:

Subscriptions may be renewed upon payment of applicable fees before the end of the Subscription Term. If the subscription is not renewed, access to the Software and all related services, including technical support, will be terminated.

5. TECHNICAL SUPPORT:

5.1 Support Services:

During the active Subscription Term, the End User is entitled to reasonable telephone or email support provided during the normal business hours of McTrans. McTrans reserves the right to determine the extent of the support provided.

5.2 Revisions and Enhancements:

McTrans reserves the right to make substantial revisions and enhancements to the Software and to market such substantially revised versions as separate products. The End User shall not be entitled to receive such separate products without additional charge. Upon the release of any such revised version of the Software, the obligation to provide the above-described technical support services to the End User shall cease unless the End User chooses to pay to license the enhanced version of the Software, regardless of whether the End User has previously requested or received support on the prior version.

6. NETWORK USE:

The End User is strictly prohibited from using the Software on any network. This prohibition includes but is not limited to the use of the Software either directly or indirectly through commands, data, or instructions transmitted to or from a computer that is not licensed or is not part of the licensed internal network. This also includes any use for Internet or web hosting services or by any user who does not hold a valid license for the Software from McTrans.

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.

7. RESTRICTIONS ON USE

The End User agrees that they shall not, nor shall they permit any third party to:

- **Software Modification:** Modify, adapt, translate, or create derivative works based on the Software, in whole or in part, without the express prior written consent of McTrans.
- **Reverse Engineering:** Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, except to the extent expressly permitted by applicable law.
- **Unauthorized Use:** Use the Software for any purpose other than as expressly permitted under this Agreement, including unauthorized copying, distribution, or dissemination of the Software.
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- **Documentation Use:** Reproduce the associated documentation only as necessary for use within the permitted scope of the subscription type as outlined in this Agreement.

Ownership of Software Modifications:

Any modifications, adaptations, translations, derivative works, or any other products or materials resulting from any prohibited actions shall become the exclusive property of McTrans, regardless of whether such actions were performed with or without McTrans' consent.

8. INTELLECTUAL PROPERTY RIGHTS:

The Software and all associated intellectual property rights are owned by McTrans. No rights are granted to the End User other than the limited license expressly set forth in this Agreement.

9. USE OF RESULTS IN RESEARCH AND COMMERCIAL PUBLICATIONS:

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10. TRANSFER RESTRICTIONS:

The Software is licensed only to the End User, and this License Agreement may not be assigned or transferred to anyone without McTrans' prior written consent. Any authorized transferee of this License Agreement shall be bound by the terms of this License Agreement. The End User may not transfer, assign, rent, lease, sell, or otherwise dispose of the Software except as expressly provided in this License Agreement.

11. LIMITED WARRANTY AND LIMITATIONS OF REMEDIES:

End User acknowledges and agrees that it is the sole responsibility of End User to fully understand the limitations and assumptions underlying the Software and to refrain from using the Software without the assistance of personnel with appropriate expertise. The End User accepts full responsibility for reviewing, interpreting, applying, and utilizing the output of the Software and for ensuring that such output complies with any applicable design codes, standards, or project specifications.

Except as expressly provided herein, the Software is provided "AS IS" without warranty of any kind, whether expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. McTrans does not warrant that the functions contained in the Software will meet the End User's requirements or that the operation of the Software will be uninterrupted or error-free. The entire risk as to the quality and performance of the product is with the End User.

In no event will McTrans be liable to the End User for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use of or inability to use the Software, even if McTrans has been advised of the possibility of such damages, or for any claim by any other party. The above warranty gives the End User specific legal rights, and the End User may also have other rights in the United States, which vary from state to state.

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.

13. GOVERNING LAW:

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.

14. U.S. GOVERNMENT RESTRICTED RIGHTS:

The Software and associated documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subdivision (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at 52.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48CFR52.227-19. The contractor is McTrans, University of Florida, PO Box 116585, Gainesville, FL 32611-6585.

15. EXPORT REGULATION:

The Software may be subject to U.S. export control laws and regulations, including the U.S. Export Control Reform Act and its associated regulations. End User will not directly or indirectly export, re-export, transfer, or release the Software to, or make the Software accessible from, any country, jurisdiction, or person to which export, re-export, transfer, or release is prohibited by applicable U.S. laws and regulations. End User will comply with all applicable laws and regulations and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, transferring, or releasing, or otherwise making the Software available, outside the U.S. End User shall not export, re-export, transfer, or release the software or software source code to any country which is comprehensively sanctioned by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC), as updated from time to time, which currently includes: Cuba, Iran, North Korea, Syria, and the Donetsk, Luhansk, and Crimea regions of Ukraine.

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
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PO Box 116585,
Gainesville, FL 32611-6585, U.S.A.,
[1] (800) 226-1013.