



McTrans Center

TERMS OF SERVICE

Effective Date: 9/1/2026

These Terms of Service (“Terms”) govern the purchase and use of products and services (including but not limited to software, APIs, training, technical support, and consultation) offered by the McTrans Center at the University of Florida (“McTrans,” “we,” “us,” or “our”). Please read them carefully before completing your purchase.

1. ACCEPTANCE OF THESE TERMS

By clicking to accept these Terms, checking the acceptance box, and/or completing a purchase of any product or service from McTrans, you (the “Customer” or “you”) acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, do not check the acceptance box and do not complete your purchase; you will not be able to purchase or receive our products or services.

2. SOFTWARE AND END USER LICENSE AGREEMENT

If, through any product or service purchase, you are provided with access to or use of any McTrans software, that software is licensed and not sold, and your access and use are governed by the applicable End User License Agreement (“EULA”) for that software, which is incorporated into these Terms by reference. You agree to comply with the applicable EULA in addition to these Terms. To the extent of any conflict between these Terms and the EULA regarding the software itself, the EULA controls with respect to the software.

Application Programming Interface (API). The API is sold separately. If you purchase or use any McTrans API, your purchase and use of the API, and of any software accessed through it, are subject to and conditioned on your compliance with all terms and conditions of the applicable EULA, in addition to these Terms. A valid license is required for the API and for any McTrans software accessed through it.

3. TRAINING SERVICES

One registration per individual. Each training registration is valid for a single, named individual. Only the registered individual may attend, access, or participate in the training.

No group or shared use. A single registration may not be used to train, or be viewed or accessed by, more than one person. Displaying, projecting, broadcasting, streaming, or otherwise sharing a live or recorded training session to multiple people under one registration (for example, in a conference room, classroom, group gathering, webinar re-broadcast, or via screen sharing) is strictly prohibited. Each attendee must hold a separate paid registration.

No recording or redistribution. You may not record, copy, reproduce, distribute, publish, resell, sublicense, or create derivative works from any training session, presentation, or training materials without our prior written consent.

Training materials. All training materials, content, slides, and recordings are the property of McTrans or the University of Florida and are provided solely for the registered individual’s own professional development. No ownership or license is transferred except the limited right to use the materials for that purpose.

Non-transferable registration. Registrations may not be transferred, assigned, or shared. We

may, at our discretion and upon reasonable advance notice, permit a substitute attendee.

Educational purpose only. Training is provided for educational and informational purposes only. Completion of training does not constitute a professional certification or license, does not guarantee any particular outcome, and does not constitute engineering, legal, or other professional advice. You remain responsible for the independent exercise of professional judgment.

Scheduling and cancellation. We may reschedule, substitute instructors for, or cancel a training session. If we cancel a session, your sole remedy is rescheduling or a refund of the fee paid for that session. Registrants may cancel their registration up to 7 business days prior to the first day of class to request a full refund of their registration. Once the 7-day threshold is passed, no refunds will be given.

4. CONSULTATION SERVICES

Scope. McTrans may provide consultation, analysis, technical assistance, and related services. For larger engagements, a separate written agreement signed by both parties will govern that engagement and will control over these Terms to the extent of any conflict. Where no separate signed agreement exists (for example, brief engagements), these Terms govern the consultation.

Provided “AS IS”; no liability. Any advice, analysis, interpretation, calculation, recommendation, opinion, result, or other deliverable provided through consultation is provided on a reasonable-efforts basis and “AS IS,” without warranty of any kind, whether express or implied. To the maximum extent permitted by law, neither McTrans, the University of Florida, nor any of their trustees, officers, employees, agents, or representatives will be liable for any loss, claim, or damages of any kind (including direct, indirect, incidental, special, or consequential damages) arising out of or relating to the consultation services or your use of or reliance on any deliverable, even if advised of the possibility of such damages.

Customer bears all risk. You are solely responsible for reviewing, interpreting, verifying, and applying any analysis, result, software output, number, or recommendation we provide, and for ensuring compliance with all applicable design codes, standards, laws, and project requirements. All risk associated with the use of our analysis, results, software, numbers, deliverables, or other assistance resides entirely with you.

An aid, not a substitute. Our services are intended only as an aid to, and not a substitute for, your own professional judgment and the review and oversight of appropriately qualified personnel.

5. INTELLECTUAL PROPERTY

All software, training materials, documentation, methodologies, and other materials made available by McTrans are and remain the property of McTrans and the University of Florida, except for your own input data, analyses, and work product as addressed in the applicable EULA. No right or license is granted to you except as expressly set forth in these Terms, the applicable EULA, or a separate signed agreement.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY STATED IN A SEPARATE SIGNED AGREEMENT, ALL PRODUCTS AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF McTRANS AND THE UNIVERSITY OF FLORIDA ARISING OUT OF OR RELATING TO THESE TERMS, THE PRODUCTS, OR THE SERVICES WILL NOT EXCEED THE AMOUNT PAID FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. IN NO EVENT WILL McTRANS OR THE UNIVERSITY OF FLORIDA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. EXPORT CONTROL; GLOBAL RESTRICTIONS

The software, products, and services may be subject to U.S. export control laws and regulations, including the U.S. Export Control Reform Act and its associated regulations. You will not directly or indirectly export, re-export, transfer, or release any McTrans software, product, or service to, or make it accessible from, any country, jurisdiction, or person to which export, re-export, transfer, or release is prohibited by applicable U.S. laws and regulations. You 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 any such software, product, or service available, outside the U.S. In addition, you shall not, and shall not permit any third party to, access, use, download, install, or export any McTrans software, product, or service within, or to any entity located in, organized under the laws of, or having its principal place of business in, a “Foreign Country of Concern,” which includes the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Syrian Arab Republic, and the Venezuelan regime of Nicolas Maduro, as well as any agency, political subdivision, or entity controlled by or under significant control of any such country or regime.

8. ENTIRE AGREEMENT; ORDER OF PRECEDENCE

These Terms, together with the applicable EULA and any separate written agreement signed by both parties, constitute the entire agreement between you and McTrans regarding the applicable products and services. In the event of a conflict, the following order of precedence applies: (1) a separate written agreement signed by both parties; (2) the applicable EULA, with respect to software; and (3) these Terms.

9. SEVERABILITY AND CONTACT

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. Questions regarding these Terms may be directed to: McTrans Center, University of Florida, PO Box 116585, Gainesville, FL 32611-6585, U.S.A., (800) 226-1013, mctrans@ce.ufl.edu.