

**AHYMO LICENSE AGREEMENT**  
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**AHYMO SOFTWARE LICENSE**

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- c. This **SOFTWARE** license is for executable versions of the computer program (compiled and linked). This **SOFTWARE** license does not include source code (FORTRAN/C++).
- d. The **SOFTWARE** is copyrighted and contains valuable proprietary information. The City of Albuquerque retains ownership of the enclosed **SOFTWARE**. The **SOFTWARE** is licensed to use as permitted in this agreement.

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Your permitted uses will depend on the type of license granted to you by the City of Albuquerque. The **SOFTWARE** provided to you will include a 24-character user identification code which is a special sequence of letters and numbers assigned to each licensee or to a group of licensees. The type of license and your permitted uses can be identified by the sequence of characters contained within the user identification code, as follows:

- License type: **Single User** - with the characters "Single" or "SINGLE" at characters 1 through 15
- License type: **Site** - with the characters "Site" or "SITE" at characters 1 through 15
- License type: **Government Agency** - with the characters "Gov" or "GOV" at characters 1 through 15
- License type: **Educational** - with the characters "Edu" or "EDU" at characters 1 through 15
- License type: **Temporary** - with the characters "Temp" at characters 1 through 15
- License type: **Group** - with the characters "Group" at characters 1 through 15

The user identification code will appear on all output produced by the **SOFTWARE**. The last 8 characters of the user identification code (characters 17 through 24) contain a numerical sequence assigned to you or your group by the City of Albuquerque. Your assigned user identification code must appear in the AHYMO\_IO.FIL that is required for the **SOFTWARE** to function. You may not modify or delete any portion of this user identification code. If you wish to change the user identification code please contact the City of Albuquerque.

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The permitted uses of the **SOFTWARE** will depend on the license type granted to you as identified by your assigned user identification code:

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**b. Site and Group licensees may:**

- i. Use the **SOFTWARE** on multiple compatible computers located at a single site or office location in a single city. You may access the **SOFTWARE** from a hard disk or over a network server.
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- ii. Make up to four (4) copies of the **SOFTWARE** for archival and back-up purposes only, provided each copy is an exact unmodified copy of the entire **SOFTWARE**, and you have reproduced the identifying marks, copyright, restricted rights, and proprietary notices on each copy.
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- a. You may not transfer the right to use the **SOFTWARE** to any other part or agency, or allow others that are not employees, or paid consultants working at your site (or for **Educational** licensees that are not students), to use the **SOFTWARE**.
- b. You may not loan, rent or lease the **SOFTWARE** to others. All rights to loan, rent or lease the

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- c. Except as provided above, you may not sub-license, assign, or temporarily transfer the license or **SOFTWARE**.
- d. You may not alter, modify, or adapt the **SOFTWARE**, and you may not translate it or create derivative works.
- e. You may not reverse engineer, de-compile, or disassemble the **SOFTWARE** or otherwise attempt to determine the underlying source code of the **SOFTWARE**.
- f. You may not copy the written materials accompanying the **SOFTWARE**, except as provided above or as specifically authorized by City of Albuquerque in writing.

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- a. The City of Albuquerque makes no warranties, either expressed or implied, as to the quality or performance of the **SOFTWARE**, or that the calculations contained therein will be uninterrupted, accurate or error free. All the calculations are subject to interpretation, and the City of Albuquerque therefore makes no implied or expressed warranty of results obtained by using the **SOFTWARE**. Any use of this **SOFTWARE** must be based on the understanding by the user that any results are intended to aid the user in performing engineering oriented mathematical calculations, and that the results obtained from the **SOFTWARE** do not necessarily constitute an acceptable engineering design or analysis. The results of the **SOFTWARE** use must be reviewed by persons possessing experience and thorough understanding of the engineering principles which apply to the application of the **SOFTWARE**. The user is advised to test this **SOFTWARE** thoroughly before relying on the results as the basis for making engineering decisions.
- b. In accepting this **SOFTWARE** license by use of the **SOFTWARE**, the licensee acknowledges that he/she has, or has personnel in his/her employment, with training and experience sufficient to provide for the understanding of the engineering principles which apply to the **SOFTWARE**, and to test the **SOFTWARE** prior to using it as the basis for making engineering decisions.
- c. In accepting and using the **SOFTWARE**, the licensee acknowledges that this license agreement and the written materials accompanying the **SOFTWARE** shall constitute all documentation and certifications that will be provided by the City of Albuquerque.
- d. The **SOFTWARE** provided to you contains a 24-character user identification code which is a special number assigned to each licensee. This user number will appear on all output produced by the **SOFTWARE**. You may not modify or delete this user number.

6. Limited Warranty.

- a. **Limited Warranty.** City of Albuquerque warrants that (a) the **SOFTWARE** will perform substantially in accordance with the accompanying written materials for a period of one(1) year from the date of receipt. Any implied warranties on the **SOFTWARE** are limited to one (1) year. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.
- b. **Customer Remedies.** The City of Albuquerque's entire liability and your exclusive remedy shall be at City of Albuquerque's option, either (a) return the price paid of any was paid or (b) repair or replacement of the **SOFTWARE** that does not meet the City of Albuquerque's Limited Warranty and that is returned to the City of Albuquerque with a copy of your receipt, of any. This Limited Warranty is void if failure of the **SOFTWARE** has resulted from accident, abuse, or misapplication. Any replacement **SOFTWARE** will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. These remedies are not available outside of the United States of America.
- c. **No other Warranties.** The City of Albuquerque disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the **SOFTWARE** and the accompanying written materials. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.
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7. Acknowledgment.

This agreement is packaged with the **SOFTWARE**. By retaining the **SOFTWARE**, you acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between you and the City of Albuquerque concerning the **SOFTWARE**, and supersedes any proposal or prior agreement or any other communications between The City of Albuquerque and you relating to the use of the **SOFTWARE**.

This agreement is governed by the laws of the State of New Mexico. Should you have any questions concerning the Agreement, or if you desire to contact City of Albuquerque for any reason, please write: City of Albuquerque, Planning Department, PO Box 1293, Albuquerque, NM 87103.

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