

**AHYMO LICENSE AGREEMENT**  
Program Version: AHYMO-S4 - Rel2a  
Page 1 of 4

**IMPORTANT** - Carefully read the AHYMO License Agreement before proceeding. This is a legal agreement between you, as licensee, (either an individual or entity) and the City of Albuquerque. If you do not agree to the terms of this Agreement, promptly return the AHYMO Software (the **SOFTWARE**), the License Agreement and all accompanying materials (including any users manuals and binders or other containers) to the City of Albuquerque. If you obtained the **SOFTWARE** or any accompanying materials as a downloaded file, email attachment or any similar format, and you do not agree to the terms of this agreement, you must delete all the files. Further opening or use of the materials indicates your acceptance of the terms of the License Agreement.

**AHYMO SOFTWARE LICENSE**

**1. Copyright and Grant of License**

- a. The City of Albuquerque, grants you the right to use one copy of the software program AHYMO, with a version AHYMO-S4 (the **SOFTWARE**) only as provided in this license agreement.
- b. The **SOFTWARE** licensed herein represents the City of Albuquerque's ownership of the revisions and enhancements to the HYMO computer program originally developed by the U.S.D.A. Agricultural Research Service (ARS-5-9, Williams and Hann, 1973). The City of Albuquerque maintains no ownership rights or copyright for the computer program developed by the Agricultural Research Service. The HYMO computer program and documentation are free to the public. While portions of the source code from the Agricultural Research Service are included in the **SOFTWARE**, the licensed **SOFTWARE** only includes the revisions and modifications owned by the City of Albuquerque.
- 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.

**2. Required User Identification.**

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.

**3. Permitted Uses**

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

**a. Single User** licensees may:

- i. Use the **SOFTWARE** on a single compatible computer. For the purpose of this section, "use" means loading the software into computer memory (RAM) and installation on a hard disk or other storage device (other than a network server). You may access the **SOFTWARE** from a hard disk or over a network server, provided that only one person at a time may access the **SOFTWARE**, and provisions to network servers prevent multiple access.
- ii. Make up to two (2) 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.
- iii. Make up to two (2) printed copies of any electronic **SOFTWARE** user manuals, or other user documentation, provided that only complete copies shall be made, including all copyright notices, and all copies shall remain the property of the licensee.

**AHYMO LICENSE AGREEMENT**  
Program Version: AHYMO-S4 - Rel2a  
Page 2 of 4

**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.
- ii. Make up to four (4) copies of each 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.
- iii. Make up to twenty (20) printed copies of any electronic **SOFTWARE** user manuals, or other user documentation, provided that only complete copies shall be made, including all copyright notices, and all copies shall remain the property of the licensee.

**c. Government Agency licensees may:**

- i. Use the **SOFTWARE** on multiple computers located at a single site or office location in a single city, provided that any computers shall be primarily for use by employees or paid consultants working at your site, and not for use by non-employees at public terminals, libraries or similar locations. For the purpose of this section, "use" means loading the software into computer memory (RAM) and installation on a hard disk or other storage device (other than a network server). You may access the **SOFTWARE** from a hard disk or over a network server.
- 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.
- iii. Make up to twenty (20) printed copies of any electronic **SOFTWARE** user manuals, or other user documentation, provided that only complete copies shall be made, including all copyright notices, and all copies shall remain the property of the licensee.
- iv. Additional rights for use of the **SOFTWARE** have been granted to the Federal Emergency Management Agency (FEMA).

**d. Educational licensees may:**

- i. Use the **SOFTWARE** on multiple compatible computers, provided that any computers shall be primarily for use by employees of the educational institution, or students of the educational institution when use is for educational purposes, and not at public terminals, libraries or similar locations where persons other than employees or students have primary access. For the purpose of this section, "use" means loading the software into computer memory (RAM) and installation on a hard disk or other storage device. You may access the **SOFTWARE** from a hard disk or over a network server.
- 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.
- iii. Make up to one hundred fifty (150) printed copies per year of any electronic **SOFTWARE** user manuals, or other user documentation, provided that only complete copies shall be made, including all copyright notices. Complete copies of the **SOFTWARE** user manuals, or other user documentation may be placed in the library of the educational institution for normal library user procedures.

**e. Temporary licensees may:**

- i. Use the **SOFTWARE** on a single compatible computer for testing and evaluation purposes only. For the purpose of this section, "use" means loading the software into computer memory (RAM) and installation on a hard disk or other storage device (other than a network server). Temporary licensees are advised that function of the **SOFTWARE** is limited by time, and that the **SOFTWARE** may not function when the specified time period is exceeded.
- ii. Make up to one (1) copy 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. The archival or back-up copy shall be deleted when the function of the **SOFTWARE** terminates when the specified temporary use time period is exceeded.
- iii. Make one (1) printed copy of any electronic **SOFTWARE** user manuals, or other user documentation, provided that only a complete copy shall be made, including all copyright notices, and the copy shall be destroyed when the function of the **SOFTWARE** terminates when the specified temporary use time period is exceeded.

**4. Prohibited Uses.**

- 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

**AHYMO LICENSE AGREEMENT**  
Program Version: AHYMO-S4 - Rel2a  
Page 3 of 4

**SOFTWARE** are retained by the City of Albuquerque, and such rights may be granted only by a separate license agreement issued by the City of Albuquerque.

- 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.

5. Special Conditions for use of the **SOFTWARE**.

- 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.
- d. **No Liability for Consequential Damages.** In no event shall The City of Albuquerque or its contractors or suppliers be liable for any damages whatsoever (including, without limitation, damages of loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use this **SOFTWARE** product, even if the City of Albuquerque has been advised of the possibility of such damages.

6. U.S. Government Restricted Rights.

The **SOFTWARE** and documentation are provided with **RESTRICTED RIGHTS**. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software- Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is City of Albuquerque, PO Box 1293, Albuquerque, NM 87103.

**AHYMO LICENSE AGREEMENT**  
Program Version: AHYMO-S4 - Rel2a  
Page 4 of 4

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.

AHYMO is a trademark registered with the Office of the Secretary of State in the State of New Mexico (Certificate No. TK08073102).

Copyright the City of Albuquerque, 2018. All rights reserved.