import NavAndPrint from "@site/src/components/NavAndPrint"; import Link from "@docusaurus/Link"; import { addBaseUrl } from "@docusaurus/useBaseUrl";

Terms and Conditions for Use

By using Institute for Water Resources (IWR) software, users voluntarily accept the following terms and conditions. Users that do not agree to these terms and conditions should uninstall the IWR software and return any program materials to IWR and its technical centers. If users downloaded the software and do not have disk media, delete all copies and cease using the software.

Terms and Conditions for Use of Institute for Water Resources Software

The United States Government, U.S. Army Corps of Engineers, Institute for Water Resources ("IWR"), and IWR's technical centers including the Risk Management Center ("RMC") and Hydrologic Engineering Center ("HEC") grant to the user the rights to install "IWR Software" (either from a disk copy obtained from IWR and IWR's technical centers, a distributor or another user or by downloading it from a network) and to use, copy and/or distribute copies of the IWR Software to other users, subject to the following Terms and Conditions of Use:

- All copies of the IWR Software received or reproduced by or for user pursuant to the authority of this Terms and Conditions of Use will be and remain the property of IWR.
- User may reproduce and distribute the IWR Software provided that the recipient agrees to the Terms and Conditions for Use noted herein.
- IWR and IWR's technical centers are solely responsible for the content of the IWR Software. The IWR Software may not be modified, abridged, decompiled, disassembled, unobfuscated or reverse engineered. The user is solely responsible for the content, interactions, and effects of any and all amendments, if present, whether they be extension modules, language resource bundles, scripts, or any other amendment.
- The name of the IWR Software must not be used to endorse or promote products derived from the IWR Software. Products derived from the IWR Software may not be called the IWR Software nor may any part of the IWR Software name appear within the name of derived products.
- No part of this Terms and Conditions for Use may be modified, deleted or obliterated from the IWR Software.

• No part of the IWR Software may be exported or re-exported in contravention of U.S. export laws or regulations.

Waiver of Warranty

THE UNITED STATES GOVERNMENT AND ITS AGENCIES, OFFI-CIALS, REPRESENTATIVES, AND EMPLOYEES, INCLUDING ITS CONTRACTORS AND SUPPLIERS PROVIDE THE IWR SOFTWARE "AS IS," WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Depending on state law, the foregoing disclaimer may not apply to you, and you may also have other legal rights that vary from state to state.

Limitation of Liability

IN NO EVENT SHALL THE UNITED STATES GOVERNMENT AND ITS AGENCIES, OFFICIALS, REPRESENTATIVES, AND EMPLOYEES, INCLUDING ITS CONTRACTORS AND SUPPLIERS, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE IWR SOFTWARE REGARDLESS OF CAUSE, INCLUDING NEGLIGENCE. THE UNITED STATES GOVERNMENT'S LIABILITY, AND THE LIABILITY OF ITS AGENCIES, OFFICIALS, REPRESENTATIVES, AND EMPLOYEES, INCLUDING ITS CONTRACTORS AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE REPLACEMENT OF CERTIFIED COPIES OF THE IWR SOFTWARE WITH IDENTIFIED ERRORS CORRECTED. Depending on state law, the above limitation or exclusion may not apply to you.

Indemnity

As a voluntary user of the IWR Software you agree to indemnify and hold the United States Government, and its agencies, officials, representatives, and employees, including its contractors and suppliers, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the IWR Software or breach of this Agreement or your violation of any law or the rights of a third party.