



Losch Software Order Form:
Effective 7/22/2011

Single Station License Quantity 5 Station Site License Quantity

Wall & Column Design:

LECWAll 12 (Lease): \$1150/year _____ \$2300/year _____
(includes phone support and maintenance for lease period)

LECWAll 12 30-day Trial License: FREE _____

Prestressed Beam Design

LECPres 2 (Lease): \$875/year _____ \$1750/year _____
(includes phone support and maintenance for lease period)

LECPres 2 30-day Trial License: FREE _____

A fully-functional, free 30-day trial license is available for either program. To receive it, check the line next to the program you are interested in, then fill out, sign and mail or fax back this form. The trial version(s) will be sent by email. Note: All amounts are in US dollars. Prices and maintenance fees are subject to change.

*Company Name: _____

Address: _____ City, St, Zip: _____

Phone: _____ Fax: _____ +Email Addr: _____

I have read and will abide by the attached license agreement dated 8/06/2010:

Signed: _____ Name: _____ Date: _____

*(Company name will appear on print-outs of licensed versions) +(Email address required for software distribution)

____ Payment is enclosed ____ Charge my Visa/MC/Discover/AmEx, Acct No: _____

Card Billing Address: _____ City, St, Zip: _____ Sec. Code: _____

Exp: ____/____, Amount: _____, Date: _____ Signature: _____

This is a legal agreement between you (the Licensee) and Losch Software, LLC (the Licensor).

1A. TRIAL LICENSE GRANT. Losch Software, LLC (the Licensor) grants to you the right to use one copy of the Licensor software program(s) (the "Software") on a single computer for a period of 30 days from receipt of the Software, in exchange for the consideration of your evaluation of the Software for purchase. You may not network the Software. Trial version printouts are not to be disseminated or included in a calculation package. The printouts are to be used in-house only, for purpose of Software evaluation. By the end of the evaluation period, you agree to either A) license the Software under the terms of a separate license agreement provided by Licensor, or B) stop using the program and erase the original disks and any and all copies.

1B. SINGLE LICENSE GRANT. The Licensor grants to you the right to install and use one copy of the Software on a single computer. You may not network the Software or otherwise install and use it on more than one computer or computer terminal at the same time without prior arrangement with Licensor.

1C. SITE LICENSE GRANT. The Licensor grants to you the right to install and use the Software on up to five computers at the site address registered with the Licensor. Installing or accessing the Software off-site would be a violation of this agreement, except for portable computers used by Licensee's employees.

2. COPYRIGHT. The Software is owned by Licensor and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material except that you may either (a) make one copy of the Software solely for backup purposes, or (b) transfer the Software to a single hard disk provided you keep the original solely for backup purposes.

3. OTHER RESTRICTIONS. You may not rent, lease or otherwise distribute the Software, but you may transfer the Software and accompanying written materials on a permanent basis provided you retain no copies and the recipient agrees to the terms of this Agreement. You may not reverse engineer, decompile, or disassemble the Software. **THE SOFTWARE IS TO BE USED SOLELY BY A LICENSED PROFESSIONAL OR STRUCTURAL ENGINEER FAMILIAR WITH PRECAST/PRESTRESSED CONCRETE DESIGN.**

4. LIMITED WARRANTY. With respect to the physical diskette and physical documentation enclosed herein, Licensor warrants the same to be free of defects in materials and workmanship for a period of one year from the date of purchase. Licensor will provide periodic updates to the Software at its discretion and phone support for this same one year period.

5. CUSTOMER REMEDIES. In the event of notification within the warranty period of defects in material or workmanship, Licensor will replace the defective disk or documentation. The remedy for breach of this warranty shall be limited to replacement and shall not encompass any other damages, including but not limited to loss of profit, and special, incidental, consequential, or other similar claims.

6. NO OTHER WARRANTIES. LICENSOR DISCLAIMS ALL 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.

7. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER FINANCIAL LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This Agreement shall be governed and interpreted by the laws of the State of California, Los Angeles County.